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October 27, 2005

VIA HAND DELIVERY

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

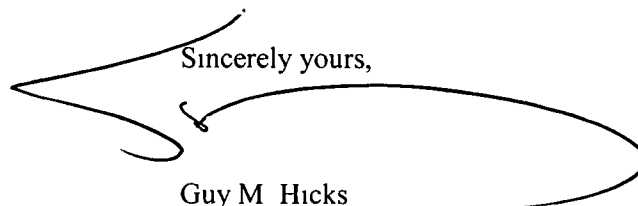
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Communications Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00300

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Communications Services, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated November 4, 1999. The first Amendment incorporates a new Attachment 4, Central Office Collocation. The second Amendment relates to the Conversion of Wholesale Services to Network Elements. The exhibit to the second Amendment contains proprietary information. Because there is no protective order in this docket, the proprietary exhibit to the second Amendment has not been included in this filing.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Dana Shaffer, XO Communications Services, Inc.
Gegi Leeger, XO Communications Services, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Communications Services, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND XO COMMUNICATIONS SERVICES, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, XO Communications Services, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated November 4, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act") In support of their request, XO and BellSouth state the following:

1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment incorporates a new Attachment 4, Central Office Collocation. The second Amendment relates to the Conversion of Wholesale Services to Network Elements. The exhibit to the second Amendment contains proprietary information and

has not been included with this filing. A copy of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. XO and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

XO and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 27th day of Oct., 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 27th day of Oct., 2005.

Dana Shaffer
Vice President, Regulatory Counsel
XO Communications Services, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

Gegi Leeger
Director Regulatory Contracts
XO Communications Services, Inc.
11111 Sunset Hills Road
Reston, VA 20190


Guy M. Hicks

**Amendment to the Agreement
Between
XO Communications Services, Inc.
and
BellSouth Telecommunications, Inc.
Dated November 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("XOCS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and XOCS entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace in its entirety Attachment 4 of the Agreement with Exhibit 1 attached hereto
2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Tennessee
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 9/28/05

XO Communications Services, Inc.

By: Heather Gold

Name: Heather Gold

Title: SVP, Government Relations

Date: 9-28-05

Attachment 4
Central Office Collocation

**CENTRAL OFFICE COLLOCATION
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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES
EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when XOCS is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to XOCS collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow XOCS to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by XOCS and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by XOCS may contemplate a request for space sufficient to accommodate XOCS' growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by XOCS may contemplate a request for space sufficient to accommodate XOCS' growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign XOCS Collocation Space that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate XOCS' requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase XOCS' cost or materially delay XOCS'

occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service XOCS wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. XOCS shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) XOCS has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with XOCS' sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.1 The responsibilities of XOCS shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and XOCS.
 - 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. XOCS will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
 - 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and XOCS cannot demonstrate that XOCS will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near

exhaust within a BellSouth Premises, BellSouth will provide written notice to XOCS requesting that XOCS release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in XOCS' collocation arrangement is not being utilized.

- 1.5.2 Within twenty (20) calendar days of receipt of written notification from BellSouth, XOCS shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case XOCS shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date XOCS accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, XOCS shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or XOCS' refusal to return requested Collocation Space should be resolved by BellSouth and XOCS pursuant to the Dispute Resolution language contained in this Agreement.

- 1.6 Use of Space. XOCS shall use the Collocation Space for the purpose of installing, maintaining and operating XOCS' equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to XOCS may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. XOCS agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 25 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from XOCS and at XOCS' expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by XOCS.
- 2.1.1 The request from XOCS for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify XOCS and inform XOCS of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow XOCS to collocate XOCS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow XOCS to have direct access to XOCS' equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where XOCS' equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, XOCS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be

responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation. In all states except Tennessee, BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At XOCS' expense, XOCS will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications (hereinafter referred to as Specifications) prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, XOCS and XOCS' BellSouth Certified Supplier must comply with the more stringent local building code requirements. XOCS' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with XOCS and provide, at XOCS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for XOCS' BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. XOCS' BellSouth Certified Supplier shall bill XOCS directly for all work performed for XOCS. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by XOCS' BellSouth Certified Supplier. XOCS must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access XOCS' locked enclosure prior to notifying XOCS at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for XOCS.

3.2.1 BellSouth may elect to review XOCS' plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify XOCS of its desire to execute this review in BellSouth's response to the Initial Application, if XOCS has indicated its desire to construct its own enclosure. If XOCS' Initial Application does not indicate its desire to construct its own enclosure and XOCS subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.10 of this Attachment, then XOCS will resubmit its application, indicating its desire to construct its own enclosure. If XOCS subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, XOCS will submit a Subsequent Application, as defined in Section 6.3 of this Attachment. If BellSouth elects to review XOCS' plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of XOCS' plans and specifications. Regardless of whether or not BellSouth elects to review XOCS' plans and specifications, BellSouth

reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to XOCS' submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from XOCS. BellSouth shall require XOCS to remove or correct within seven (7) calendar days, at XOCS' expense, any structure that does not meet XOCS' plans and specifications or BellSouth's Specifications, as applicable.

3.3 Subleased Caged Collocation. XOCS may allow other telecommunications carriers to sublease XOCS' caged Collocation arrangement, pursuant to the terms and conditions agreed to by XOCS (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to XOCS. BellSouth shall be notified in writing by XOCS upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by XOCS that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and XOCS. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and XOCS.

3.3.1 XOCS, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide XOCS with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, XOCS shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial and Subsequent applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide application (application Response).

3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be

charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 XOCs shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of XOCs' Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by XOCs or XOCs' BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction Specifications. Further, XOCs shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If XOCs requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, XOCs must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, XOCs and XOCs' BellSouth Certified Supplier shall comply with the more stringent local building code requirements. XOCs' BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. XOCs' BellSouth Certified Supplier shall bill XOCs directly for all work performed for XOCs to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by XOCs' BellSouth Certified Supplier. XOCs must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access XOCs' locked enclosure prior to notifying XOCs at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 XOCs must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review XOCs' plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure XOCs' compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from XOCs for the Adjacent Arrangement. BellSouth may inspect the Adjacent

Arrangement during and after construction is completed to ensure that it is constructed according to XOCS' submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from XOCS. BellSouth shall require XOCS to remove or correct within seven (7) calendar days, at XOCS' expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

- 3.4.3 XOCS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At XOCS' option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, subject to individual case basis (ICB) pricing. XOCS' BellSouth Certified Supplier shall be responsible, at XOCS' sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

- 3.5 Direct Connect. BellSouth will permit XOCS to directly interconnect between its own virtual/physical Collocation Space within the same central office (Direct Connect). XOCS shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by XOCS. XOCS-provisioned Direct Connects shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by XOCS to provision the Direct Connect between its virtual/physical Collocation Spaces. In those instances where XOCS' virtual/physical Collocation Space is contiguous in the central office, XOCS will have the option of using XOCS' own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. XOCS will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. XOCS may not self-provision Direct Connects on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). XOCS is responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for Direct Connects, XOCS must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of Direct Connects, the Subsequent Application

Fee for Direct Connects, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of Direct Connects, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to XOCS.

3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between XOCS and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit XOCS to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the telecommunications carrier requesting the CCXC. XOCS is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.1 XOCS must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by XOCS. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. XOCS shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The XOCS-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by XOCS to provision the CCXC to the other collocated telecommunications carrier. In those instances where XOCS' equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, XOCS may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. XOCS shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of the other collocated telecommunications carrier without being routed through BellSouth's equipment. XOCS shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX. XOCS is responsible for ensuring the integrity of the signal.

3.6.2 To place an order for CCXCs, XOCS must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of CCXCs,

either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an application Response to XOCS.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify XOCS in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. XOCS will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any identified deviations from XOCS' original or jointly amended application within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If XOCS completes its acceptance walkthrough within the fifteen (15) calendar day interval associated with the new Space Ready Date, billing will begin upon the date of XOCS' acceptance of the Collocation Space (Space Acceptance Date). In the event XOCS fails to complete an acceptance walkthrough within the fifteen (15) calendar day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by XOCS on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If XOCS decides to occupy the Collocation Space prior to the Space Ready Date, the date XOCS occupies the space is deemed the Space Acceptance Date and billing will begin from that date. XOCS must notify BellSouth in writing that its collocation equipment installation is complete.
- 4.4 XOCS' collocation equipment installation is complete when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice.
- 4.5 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, XOCS may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that XOCS and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that XOCS signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent

inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will cease on the date that BellSouth and XOCS jointly conduct an inspection, confirming that XOCS has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate XOCS' right to occupy Collocation Space in the event XOCS fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

- 4.5.1 Upon termination of occupancy, XOCS, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by XOCS from the Collocation Space. XOCS shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of XOCS' Guest(s), unless XOCS' Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to XOCS' removal date.
- 4.5.2 XOCS shall continue the payment of all monthly recurring charges to BellSouth until the date XOCS, and if applicable XOCS' Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If XOCS or XOCS' Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of XOCS or XOCS' Guest(s), in any manner that BellSouth deems fit, at XOCS' expense and with no liability whatsoever for XOCS' property or XOCS' Guest(s)'s property.
- 4.5.3 Upon termination of XOCS' right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and XOCS shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by XOCS, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. XOCS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. XOCS shall be responsible for the cost of removing any XOCS constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on XOCS' failure to comply with this Section.
- 5.2 Terminations. XOCS shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event XOCS submits an application for terminations that will exceed the total capacity of the collocated equipment, XOCS

will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, XOCS will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. XOCS shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. XOCS shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of XOCS' equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify XOCS' equipment in the case of an emergency. For caged Collocation Space, the identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. XOCS may elect to place XOCS-owned or XOCS leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. XOCS will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location by BellSouth. XOCS will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to XOCS' equipment in the Collocation Space. In the event XOCS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. XOCS must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in the manhole. XOCS is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Entrance Facilities. At XOCS' request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated terms and conditions as set forth in Exhibit C to this Attachment.

- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit <customer short name> to use copper or coaxial cable entrance facilities if approved by the Commission only in those instances where <customer short name> demonstrates a necessity and entrance capacity is not at or near exhaust in that particular BellSouth Premises. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by XOCS for dual entrance facilities to its physical Collocation Space, BellSouth shall provide XOCS with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to XOCS' Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to XOCS in the Application Response.
- 5.8 Shared Use. XOCS may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to XOCS' Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. XOCS must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the XOCS-provided riser cable to the spare capacity on the entrance facility. If XOCS desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from XOCS authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on XOCS' entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between XOCS' equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). XOCS shall be responsible for providing the necessary

cabling and XOCS' BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. XOCS or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.9, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between XOCS' equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point will be a XOCS-provided Point of Termination Bay (POT Bay) in a common area within the BellSouth Premises, which XOCS shall be responsible for providing and XOCS' BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, as well as installing the necessary cabling between XOCS' Collocation Space and the POT Bay. XOCS, its agent, or XOCS' BellSouth Certified Supplier must perform all required maintenance to the equipment/facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. BellSouth shall negotiate alternative rates, terms and conditions for the demarcation point in Tennessee, if XOCS desires to avoid the use of a POT Bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.10 Equipment and Facilities. XOCS, or if required by this Attachment, XOCS' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and facilities used by XOCS, which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. XOCS and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to XOCS' Collocation Space. BellSouth retains the right to access XOCS' Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to XOCS at least forty-eight (48) hours before access to XOCS' Collocation Space is required. XOCS may elect to be present whenever BellSouth performs work in the XOCS' Collocation Space. The Parties agree that XOCS will not bear any of the expense associated with this type of work.

- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 XOCS must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, Adjacent Collocation Arrangements, pursuant to this Section.
- 5.12 XOCS' Access. Pursuant to Section 12, XOCS shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. XOCS agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of XOCS or XOCS' Guest(s) that will be provided with access keys or cards (Access Devices), prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by XOCS and returned to BellSouth Access Management within fifteen (15) calendar days of XOCS' receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. XOCS agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of XOCS' employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with XOCS ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises and shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.12.1 BellSouth will permit one (1) accompanied site visit to XOCS' designated Collocation Space, after receipt of the BFFO, without charge to XOCS. XOCS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date XOCS desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, XOCS may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event XOCS desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit XOCS to access the Collocation Space accompanied by a security escort, at XOCS' expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. XOCS must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired. A security escort

will be required whenever XOCS or its approved agent desires access to the entrance manhole.

5.12.2 Lost or Stolen Access Devices. XOCS shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of XOCS' employees, suppliers, agents or Guest(s) to return an Access Device(s), XOCS shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, XOCS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of XOCS violates the provisions of this paragraph, BellSouth shall provide written notice to XOCS, which shall direct XOCS to cure the violation within forty-eight (48) hours of XOCS' receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if XOCS fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to XOCS' equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to XOCS prior to the taking of such action and BellSouth shall have no liability to XOCS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the

deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and XOCS fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to XOCS or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by XOCS is significantly degrading the performance of other advanced services or traditional voice band services, XOCS shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology.

- 5.14 Personalty and its Removal. Facilities and equipment placed by XOCS in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by XOCS at any time. Any damage caused to the Collocation Space by XOCS' employees, suppliers, or agents during the installation or removal of such property shall be promptly repaired by XOCS at its sole expense. If XOCS decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and XOCS' physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill XOCS the appropriate application fee associated with the type of removal activity performed by XOCS, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to XOCS.
- 5.15 Alterations. Under no condition shall XOCS or any person acting on behalf of XOCS make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by XOCS. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.3.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides XOCS with an Application Response.

- 5.16 Janitorial Service. XOCS shall be responsible for the general upkeep of its Collocation Space. XOCS shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.

6. **Ordering and Preparation of Collocation Space**

- 6.1 Initial Application. For XOCS' or XOCS' Guest's(s') initial equipment placement, XOCS shall input a physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply to each Initial Application submitted by XOCS and will be billed by BellSouth on the date BellSouth provides XOCS with an application Response.
- 6.2 Subsequent Application. In the event XOCS or XOCS' Guest(s) desires to modify its use of the Collocation Space after a BFFO, XOCS shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by XOCS in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by XOCS for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires administrative activity be performed by BellSouth, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space (where the removal requires no physical work be performed by BellSouth), an Alteration made to a Bona Fide application prior to BellSouth's receipt of the BFFO, and/or a virtual-to-physical Conversion (In Place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when XOCS submits a Subsequent Application for a direct connection between its own virtual and physical Collocation arrangements in the same BellSouth Premises or between its virtual or physical Collocation arrangement and that of another collocated telecommunications carrier within the same BellSouth Premises. The fee for a Subsequent Application, in

which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides XOCS with an Application Response.

- 6.3 Space Preferences. If XOCS has previously requested and received a Space Availability Report for the BellSouth Premises, XOCS may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the XOCS' preference(s), XOCS may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides XOCS with an application Response.

6.4 Space Availability Notification.

Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth's e.App will reflect when XOCS' application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify XOCS of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by XOCS or space that is configured differently, no application fee will apply. If XOCS decides to accept the available space, XOCS must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When XOCS resubmits its application to accept the available space, BellSouth will bill XOCS the appropriate application fee.

- 6.4.1 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App will reflect when XOCS' application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify XOCS of the amount of space that is available or space that may be configured differently and no application fee will apply. If XOCS decides to accept the available space, XOCS must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When XOCS resubmits its application to accept the available space, BellSouth will bill XOCS the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies XOCS that no space is available (Denial of Application), BellSouth will not assess an application fee to XOCS. After notifying XOCS that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow XOCS, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour, the request for the tour of the BellSouth Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit XOCS to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, XOCS must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the

requested BellSouth Premises previously out of space. If XOCS has originally requested caged Collocation Space and cageless Collocation Space becomes available, XOCS may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that XOCS wants to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.7.3 XOCS may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If XOCS does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.8.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove XOCS from the waiting list. Upon request, BellSouth will advise XOCS as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable XOCS to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable XOCS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When XOCS submits ten (10) or more applications within ten (10) calendar days, the initial

fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, at the request of XOCS, or as necessitated by technical considerations, the application shall be considered a new Application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge XOCS the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to section 6.2.1.

6.11 Bona Fide Firm Order.

6.11.1 XOCS shall indicate its intent to proceed with its Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to XOCS' Bona Fide application or XOCS' application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of XOCS' BFFO. BellSouth will acknowledge the receipt of XOCS' BFFO within seven (7) calendar days of receipt, so that XOCS will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by XOCS. If additional space has been requested by XOCS BellSouth will complete construction for Collocation space as soon as possible within a maximum of ninety (90) calendar days

from receipt of a BFFO for physical collocation space and forty five (45) calendar days from receipt of a BFFO for virtual collocation space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and XOCS cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.
- 7.1.3 Records Only Change. When XOCS adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to XOCS, when XOCS requests an Alteration specifically identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4, 7.1.4.5, and 7.1.4.6 as an "Augment. Unless otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by XOCS. The appropriate nonrecurring application fee set forth in Exhibit B will be assessed by BellSouth on the date that it provides an application Response to XOCS.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Installation of Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If XOCS submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of

sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

- 7.1.4.7 If XOCS submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.1.4.8 If XOCS submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by XOCS and BellSouth. If XOCS and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for XOCS' physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If XOCS requests multiple items from different Augment categories, BellSouth will bill XOCS the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to XOCS at the time BellSouth provides XOCS with the Application Response. XOCS will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and XOCS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the application and affirmed in the BFFO.

- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to XOCS prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which XOCS has physical Collocation Space with no POT Bay or with a grand fathered POT Bay provided by BellSouth. BellSouth cannot provide CFAs to XOCS prior to the Provisioning Interval for those BellSouth Premises in which XOCS has physical Collocation Space with a POT bay provided by XOCS or virtual Collocation Space, until XOCS provides BellSouth with the following information:
- 7.4.1 For physical Collocation Space with a XOCS-provided POT Bay, XOCS shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form, showing locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, XOCS shall provide BellSouth with a complete layout of XOCS' equipment on an Equipment Inventory Update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by XOCS' BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from XOCS. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.4.4 BellSouth will bill XOCS a nonrecurring charge, as set forth in Exhibit B, each time XOCS requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to XOCS.
- 7.5 Use of BellSouth Certified Supplier. XOCS shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. XOCS, if a BellSouth Certified Supplier, or XOCS' BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities XOCS must use a different BellSouth Certified Supplier for these work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide XOCS with a list of BellSouth Certified Suppliers, upon request. XOCS, if a BellSouth Certified Supplier,

or its BellSouth Certified Supplier(s) shall be responsible for installing XOCS' equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and XOCS upon successful completion of installation and all associated work. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill XOCS directly for all work performed for XOCS pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by XOCS' BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to XOCS or any supplier proposed by XOCS and will not unreasonably withhold certification. All work performed by or for XOCS shall conform to generally accepted industry standards.

- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. XOCS shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service XOCS' Collocation Space. Upon request, BellSouth will provide XOCS with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by XOCS. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, XOCS may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services terminated in the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional space for physical Collocation may become available at the BellSouth Premises requested by XOCS, such information will be provided to XOCS in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to XOCS within one hundred eighty (180) calendar days of BellSouth's written denial of XOCS' request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) XOCS was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then XOCS may relocate its virtual Collocation arrangement to a physical Collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. XOCS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.7.1 In Alabama, BellSouth will complete a relocation from virtual Collocation Space to cageless physical Collocation Space within sixty (60) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual Collocation arrangements may be converted to “in-place” physical Collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual Collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill XOCS an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to XOCS.
- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO, as long as the conversion meets all of the criteria specified above in Section 7.8.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, XOCS cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if XOCS cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, XOCS will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of XOCS up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if XOCS cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill XOCS for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. XOCS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Rates - XOCS agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) calendar days of the date that BellSouth provides an Application Response to XOCS or on XOCS' next scheduled monthly billing statement.

8.2.1 In Tennessee, the application fee for caged Collocation Space is the planning fee for both Initial Applications and Subsequent Applications placed by XOCS. Likewise, for cageless Collocation Space, the same cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by XOCS. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to XOCS.

8.3 Recurring Charges. If XOCS has met the applicable fifteen (15) calendar day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event XOCS fails to complete an acceptance walk through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If XOCS occupies the space prior to the Space Ready Date, the date XOCS occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in XOCS' next billing cycle and will include any prorated charges for the period from XOCS' Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.

8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by XOCS on XOCS' Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders and as set forth below in Section 8.6 of this Attachment.

8.4 Non-recurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess non-recurring charges, including all application fees, within thirty (30) calendar days of the date that BellSouth provides an Application Response to XOCS or on XOCS' next scheduled monthly billing statement, if XOCS' current month's billing cycle has already closed. Non-recurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) calendar days of BellSouth's confirmation of XOCS' BFFO or on XOCS' next scheduled monthly billing statement.

8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, XOCS shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of XOCS' BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems. For those physical collocation arrangements that were provisioned to XOCS under an ICB or nonrecurring pricing structure, where XOCS has paid all non-recurring space preparation charges associated with such existing physical Collocation Space, XOCS will not be assessed any additional space preparation charges from the Effective Date of this Agreement for these collocation arrangements, except to the extent XOCS requests new physical Collocation Space or augments its existing physical Collocation Space with additional space, as referenced herein. However, if XOCS was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from XOCS, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If XOCS pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. Any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B of this Attachment.

8.5.1 In Tennessee, XOCS shall pay space preparation fees consisting of nonrecurring charges for Firm Order Processing and Power Cables, per cable. Nonrecurring fees will be assessed upon the XOCS's submission of XOCS's BFFO. In addition to the nonrecurring charges XOCS shall pay monthly recurring charges for grounding per location and space enclosures. The Space Enclosure fee is assessed per enclosure, per location with a one hundred (100) square foot minimum enclosure. The cost for additional square feet is applicable only when ordered with the first one hundred (100) square feet and shall be provided in fifty (50) square feet increments. The rates for Space Preparation are as set forth in Exhibit B.

8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth

Premises, but does not include any expenses for power supplied to XOCS for its equipment. When the Collocation Space is enclosed, XOCS shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, XOCS shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event XOCS' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, XOCS shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6.1 In Tennessee, recurring charges for Land and Buildings are as set forth in Exhibit B and are based upon the number of square feet enclosed.
- 8.7 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for XOCS' Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from BellSouth's BDFB, XOCS' fuses and power cables (for the A&B feeds) must be engineered (sized), and installed by XOCS' BellSouth Certified Supplier, in accordance with the number of amps of DC power requested by XOCS on XOCS' Initial Application and any Subsequent Applications. XOCS is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in XOCS' Collocation Space. The BellSouth Certified Supplier contracted by XOCS must provide BellSouth with a copy of the engineering power specifications prior to the day on which XOCS' equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and XOCS' Collocation Space. XOCS shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable XOCS' equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within XOCS' Collocation Space, power cable feeds, and termination of the power cabling. XOCS and XOCS' BellSouth Certified Supplier shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.
- 8.7.1 For those physical collocation arrangements that were provisioned to XOCS under an individual case basis pricing structure, where XOCS has provided supporting documentation to BellSouth substantiating that XOCS has already paid all non-

recurring charges associated with the DC infrastructure capital costs associated with such physical collocation arrangements, BellSouth shall assess XOCS a monthly recurring charge as set forth in Exhibit B of this Attachment that reflects only the AC component and the DC power plant infrastructure expense component of the current Commission ordered fused amp rate for DC power. This rate will be multiplied by XOCS' fused DC power amperage capacity, as reflected by XOCS on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for each particular physical collocation arrangement.

- 8.7.2 BellSouth will revise XOCS' recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when XOCS submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If XOCS' existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, XOCS' BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. XOCS' BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise XOCS' recurring power charges, in accordance with Section 8.3. above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from XOCS, certifying the completion of the power reduction work, including the removal of any associated power cabling by XOCS' BellSouth Certified Supplier. Notwithstanding the foregoing, if <customer short name>'s BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by <customer short name>'s BellSouth Certified Supplier and <customer short name> shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.7.4 If XOCS requests an increase or a reduction in the amount of power that BellSouth is currently providing, XOCS must submit a Subsequent Application. In Florida and Tennessee, if no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. In Alabama, Georgia, Kentucky, Louisiana, North Carolina and South Carolina, if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to XOCS' Subsequent Application.

- 8.7.5 If XOCS has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, XOCS must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.6 If XOCS elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed XOCS' DC Power Plant. Charges for AC power will be assessed on a per breaker ampere per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by XOCS' BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. XOCS' BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At XOCS' option, XOCS may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7.7 In any state, XO shall be entitled to deploy its own battery distribution circuit breaker board in its caged physical Collocation Space (including, but not limited to, BDFB, BDCBB, mini-BDCBB, or other DC Power interface device).
- 8.7.8 XOCS shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within XOCS' arrangement and terminations of cable within the Collocation Space.
- 8.7.9 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit XOCS to request the amount of DC power that it wishes to be provided in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, XOCS may request that BellSouth provision DC power of 70 amps or greater (including requests for over 100 amps) directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker. When obtaining DC power from a BellSouth BDFB, XOCS' fuses and power cables (A&B) must be engineered (sized), and installed by XOCS' BellSouth Certified Supplier. Likewise, when obtaining DC power from BellSouth's main power board, power cables (A & B) must be engineered (sized) and installed by XOCS' BellSouth Certified Supplier. The determination of whether XOCS' requested DC power will be provided from a BellSouth BDFB or BellSouth's main power board will be made at BellSouth's sole, but reasonable, discretion. XOCS is responsible for

contracting with a BellSouth Certified Supplier for the power distribution feeder cable running from a BellSouth BDFB or BellSouth's main power board to XOCS' equipment, pursuant to the requirements stated in 8.6.2 above.

- 8.7.9.1 For each location that XOCS wants to convert to the Florida usage billing option, XOCS will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment: "This Subsequent Application is XOCS' Certification that XOCS is opting to convert this collocation arrangement to the Florida usage billing option.
- 8.7.9.2 BellSouth will bill XOCS a Power Reconfiguration Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application requesting to convert a collocation arrangement to the Florida usage billing option.
- 8.7.9.3 When XOCS submits the appropriate Initial or Subsequent Application indicating its desire to elect the Florida usage billing option for a particular physical collocation arrangement in a specific central office, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of XOCS to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from XOCS, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and XOCS will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect XOCS' election of the Florida usage billing option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a particular collocation arrangement in a specific central office to the Florida usage billing option). BellSouth will not permit XOCS to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing collocation arrangement. When a Subsequent Application is used to elect the Florida usage billing option and there are no other changes requested, billing will begin upon the Space Ready Date. If XOCS occupies the space prior to the Space Ready Date, for Initial Application requests only, the date XOCS occupies the space will be deemed the new Space Acceptance Date and the billing will begin on that date. When XOCS elects to move to the Florida usage billing option, the number of DC amps that XOCS has requested it be allowed to draw on its Initial or Subsequent Application will be used for calculating the DC power billing, pursuant to the power usage rate set forth in Exhibit B.
- 8.7.9.4 BellSouth shall assess XOCS a monthly recurring charge for DC power under the FL usage billing option, as set forth in Exhibit B of this Attachment. XOCS agrees to notify BellSouth when XOCS has removed or installed telecommunications equipment in XOCS' Collocation Space by submitting a Subsequent Application, which reflects the new DC power level desired, to ensure that the existing DC power capacity that

has been requested by XOCS is sufficient to accommodate the power requirements associated with the installation of additional equipment in XOCS' Collocation Space. Any change in requested power usage will be reflected in XOCS' next billing cycle.

- 8.7.9.5 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of XOCS' power usage under the Florida usage billing option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by XOCS' collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by XOCS for the collocation arrangement, under the Florida usage billing option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust XOCS' billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.
- 8.7.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee Only, XOCS may request that DC power provisioned by BellSouth to XOCS' caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (Tennessee Power Metering Option). If XOCS chooses this billing option, BellSouth will assess XOCS for -48V DC power using the following two components: (1) the actual measured AC usage and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amperes of DC power requested by XOCS on XOCS' Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be billed by BellSouth on the Space Ready Date, or on the date XOCS first occupies the Collocation Space, whichever is sooner.
- 8.7.10.1 For XOCS' physical caged Collocation Spaces in BellSouth Premises located in Tennessee, where XOCS has paid all nonrecurring charges associated with DC power plant infrastructure capital investment costs (defined for purposes of this Attachment as "grandfathered" sites) under a previous ICB pricing structure, BellSouth will continue to assess XOCS the monthly recurring rate that was in effect prior to the Effective Date of this Agreement. This rate shall not include the DC power plant infrastructure capital investment costs that are reflected in the current DC power monthly recurring charge approved by the Tennessee Regulatory Authority.
- 8.7.10.2 AC Usage Component. BellSouth or its BellSouth Certified Supplier will perform all metering activities, which will include providing the necessary clamp-on ammeter or some other measurement device, to measure the actual power usage (AC usage) being drawn by XOCS' physical collocation equipment on both the A and B power feeds.

The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. XOCS may, at its sole cost and expense, install its own meters on those BDFBs located in its own physical caged Collocation Space(s), for the purposes of measuring XOCS' actual power usage, or may request that it be permitted to provide one clamp-on ammeter per district to BellSouth for the purposes of measuring XOCS' AC power in XOCS' own physical caged Collocation Spaces in that district. It will be at BellSouth's sole discretion as to whether or not XOCS' request to provide the clamp-on ammeter for the purposes of measuring XOCS' power usage in each district will be granted.

- 8.7.10.3 For those physical caged Collocation Spaces in Tennessee for which XOCS requested the Tennessee Power Metering Option prior to the Effective Date of this Agreement and XOCS provided a clamp-on ammeter for BellSouth or its BellSouth Certified Supplier to use for the purposes of measuring XOCS' power usage in each district in Tennessee, XOCS shall not be required to change its existing measurement plan in Tennessee, unless the Parties mutually agree to modify the type of measurement plan that will be deployed by BellSouth or its BellSouth Certified Supplier to measure XOCS' power usage in Tennessee at some future date.
- 8.7.10.4 If XOCS installs its own meters on XOCS' own BDFBs or provides the required clamp-on ammeter, which has been approved and agreed to by BellSouth, BellSouth or its BellSouth Certified Supplier would be responsible for reading and recording the actual power usage using either the XOCS-provided clamp-on ammeter or XOCS' BDFB meter, whichever is mutually agreed to by the Parties. XOCS will submit a Subsequent Application for each location that XOCS desires to convert to the Tennessee Power Metering Option and agrees to include in the Comments section of the Subsequent Application the following comments: "This Subsequent Application is XOCS' certification that XOCS desires to use the Tennessee Power Metering Option and will permit BellSouth or BellSouth's Certified Supplier to use a clamp-on ammeter to measure its actual power usage or XOCS has installed a meter on its own BDFB, located in its Collocation Space, for BellSouth or BellSouth's Certified Supplier to use to measure XOCS' actual power usage." No Subsequent Application shall be required for those sites where XOCS implemented the Tennessee Power Metering Option prior to the Effective Date of this Agreement, unless XOCS modifies its physical caged Collocation Space(s), pursuant to Section 6.2, for which a Subsequent Application would be required.
- 8.7.10.5 If BellSouth or BellSouth's Certified Supplier, requires access to XOCS' physical Collocation Space for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide XOCS with a minimum of forty-eight (48) hours notice that access is required. XOCS shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to XOCS' physical Collocation Space. Once the date and time of access to

XOCS' physical Collocation Space has been agreed upon, XOCS and BellSouth or its BellSouth Certified Supplier shall adhere to the agreed upon date and time, or provide a minimum of three (3) hours notice to the other Party if the original appointment will be missed or must be cancelled and rescheduled. If XOCS fails to provide access to its physical Collocation Space or fails to provide BellSouth or BellSouth's Certified Supplier with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then XOCS shall pay a nonrecurring charge, as set forth in Exhibit B of this Attachment, for each additional meter reading trip required to measure XOCS' power usage. If BellSouth or BellSouth's Certified Supplier fails to provide XOCS with a minimum of three (3) hours notice of the necessity to cancel and/or reschedule the appointment, then XOCS shall pay a non-recurring charge, as set forth in Exhibit B of this Attachment, and shall then receive a credit for the next additional meter reading trip required to measure XOCS' power usage.

8.7.10.6 BellSouth will bill XOCS a Power Reconfiguration Only Application Fee, as set forth in Exhibit B, on the date that BellSouth provides an Application Response to the Subsequent Application. For those physical caged Collocation Spaces in Tennessee for which XOCS requested the Tennessee Power Metering Option prior to the Effective Date of this Agreement, XOCS shall not be assessed a Power Reconfiguration Only Application Fee required to change its existing measurement plan in Tennessee, unless XOCS submits a Subsequent Application after the Effective Date of this Agreement to BellSouth that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to XOCS' physical Collocation Space. BellSouth shall then arrange, in coordination with XOCS, for a BellSouth employee or a BellSouth Certified Supplier, to take the measurement of XOCS' actual power usage once each quarter at each of XOCS' physical collocation arrangements (i.e. quarterly metered reading service) for which XOCS has submitted a Subsequent Application to convert these physical collocation arrangements to the Tennessee Power Metering Option. After the actual power usage measurements have been completed, these measurements will be used to calculate the AC power usage charge on XOCS' bill for the following three (3) months or until the next measurement is taken. Based upon such measurement, BellSouth shall bill XOCS for its AC power usage for the following quarter based upon XOCS' actual metered usage pursuant to the applicable AC power rate, as set forth in Exhibit B of this Attachment.

8.7.10.7 Infrastructure Component. For those Collocation Spaces in Tennessee that are not "grandfathered", as defined in Section 8.7.10.1 of this Attachment, BellSouth shall assess XOCS the monthly recurring charge as set forth in Exhibit B for BellSouth's power plant infrastructure component of the DC power charges based upon the total number of fused DC power amperes (amps) requested by XOCS, as reflected by XOCS on XOCS' Initial Collocation Application, as well as all Subsequent Collocation Applications (i.e., augment applications) for the particular caged collocation arrangement(s) that have previously been converted to the Tennessee Power Metering Option or any new caged collocation arrangement(s) for which

XOCS has chosen the Tennessee Power Metering Option. The following formula should be used by XOCS to determine the number of fused amps that XOCS requests on XOCS' Initial Collocation Application and all Subsequent Collocation Applications for its Collocation Space(s):

$$\text{Actual Metered Power Usage} * 1.5 = \text{Number of Fused Amps}$$

- 8.7.10.8 BellSouth will apply the number of fused amps requested on XOCS' Initial Collocation Application and all Subsequent Collocation Applications, pursuant to Section 8.7.10.7 above, back to the first month of the last quarterly usage measurement reading taken by BellSouth or BellSouth's Certified Supplier. This number will continue to be used until XOCS provides BellSouth with a Subsequent Application to revise the number of fused amps that were previously requested by XO in XOCS' Initial Collocation Application and all Subsequent Collocation Applications submitted to BellSouth. A Power Reconfiguration Only Application Fee, as set forth in Exhibit B, for such request shall apply to all such modifications, if no other modifications to the Collocation Space are requested other than the increase or reduction in power. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to XOCS' Subsequent Application.
- 8.7.10.9 XOCS agrees to submit a Subsequent Application to BellSouth for notification when XOCS has removed or installed telecommunications equipment in XOCS' Collocation Space. The associated change in the power usage will be reflected on the next quarterly power measurement billing cycle. However, the billing for DC power infrastructure will not change, unless XOCS submits a Subsequent Application to revise the number of fused amps that were previously requested by XO in XOCS' Initial Collocation Application and all Subsequent Collocation Applications submitted to BellSouth. As stated above in Section 8.7.10.8, any such modification will result in either the assessment of the Power Reconfiguration Only Application Fee or a Subsequent Application Fee.
- 8.7.10.10 Either Party, within fifteen (15) calendar days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If XOCS requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then XOCS will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then XOCS will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to

reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate XOCS' AC Usage charge for the next three (3) months.

- 8.7.10.11 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of XOCS' BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, a clamp-on ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If XOCS' BDFB meter is found to be in error, then XOCS agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than 10% or 5 Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, then BellSouth has the right to adjust billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.7.11 In Alabama and Louisiana, XOCS has the option to purchase power directly from an electric utility company. Under such an option, XOCS is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by XOCS. XOCS' BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in the installation of this power arrangement. If XOCS previously had power supplied by BellSouth, XOCS may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by XOCS in provisioning said power will be billed on an ICB basis.
- 8.7.12 In South Carolina, XOCS has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, XOCS is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by XOCS. XOCS' BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire

and building codes, including the National Electric Safety Code standards, in the installation of this power arrangement, just as BellSouth is required to comply with these codes. XOCS must submit an application to BellSouth for the appropriate amount of Collocation Space that XOCS requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of XOCS' power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charges that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement to purchase power directly from an electric utility company as provided herein. XOCS shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. XOCS would still be permitted to order its power needs directly from BellSouth.

- 8.7.13 If XOCS desire to reduce the amount of power that it has requested from BellSouth, XOCS must submit a Subsequent Application for this power reduction. If no other Alterations to the Collocation Space are requested other than a reduction in power, the Power Reduction Only, Application Fee, as set forth in Exhibit B, will apply. If other Alterations are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to XOCS.
- 8.7.14 In Alabama and Louisiana, if XOCS is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB in a specific BellSouth Premises, XOCS must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) calendar days and no application fee will be assessed by BellSouth for the initial power reduction at each BellSouth Premises in which XOCS is currently collocated.
- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring fee will be billed by BellSouth upon receipt of XOCS' BFFO.
- 8.9 Cable Records. Cable Records charges apply for work required to build or remove existing cable records assigned to XOCS in BellSouth's systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees are

assessed as nonrecurring charges in all BellSouth states, except Louisiana, and are billed by BellSouth upon receipt of XOCS' BFFO. In Louisiana, Cable Record fees are assessed on a monthly recurring charge basis and are billed upon receipt of XOCS' BFFO.

- 8.10 Security Escort. A security escort will be required whenever XOCS or its approved agent desires access to the entrance manhole or a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.12.1 prior to XOCS' completion of the BellSouth Security Training requirements. The rates for security escort service are assessed pursuant to the fee schedule in Exhibit B, beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and XOCS shall pay for such half-hour charges in the event XOCS fails to show up for the scheduled escort appointment.
- 8.11 In any state, where the imposition of a rate includes the recovery, on a monthly recurring basis, of amounts previously paid by XOCS as a nonrecurring charge, BellSouth shall cooperate with XOCS to determine whether and to what extent such monthly recurring charge should not apply to XO in such circumstance on a going forward basis, or whether the amounts previously paid should be refunded to XO in order to prevent double recovery of such costs by BellSouth.
- 8.12 Other. If no rate is identified in this Attachment or Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 XOCS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 XOCS shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of XOCS' real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 XOCS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon sixty (60) calendar days notice to XOCS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by XOCS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth, except in a situation where BellSouth is solely negligent or, in the absence of XOCS' negligence or the negligence of a third party for which XOCS is responsible, there is BellSouth negligence or willful misconduct. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all XOCS' property has been removed from BellSouth's Premises, whichever period is longer. If XOCS fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from XOCS.
- 9.5 XOCS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. XOCS shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from XOCS' insurance company. XOCS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 XOCS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If XOCS' net worth exceeds five hundred million dollars (\$500,000,000), XOCS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. XOCS shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement

of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to XOCS in the event that self insurance status is not granted to XOCS. If BellSouth approves XOCS for self insurance, XOCS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of XOCS' corporate officers. The ability to self insure shall continue so long as XOCS meets all of the requirements of this Section. If XOCS subsequently no longer satisfies this Section, XOCS is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2. Self-insurance of a deductible amount with relation to insurance coverage meeting the requirements of this Section shall not be considered self-insurance in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2.

- 9.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Lien

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or XOCS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of XOCS' equipment and facilities in the Collocation Space(s) prior to the activation of facilities between XOCS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if XOCS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide XOCS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, XOCS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each XOCS employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the XOCS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. XOCS shall not be required to perform this investigation if an affiliated company of XOCS has performed an investigation of the XOCS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if XOCS has performed a pre-employment statewide investigation of criminal history records of the XOCS employee for the states/counties where the XOCS employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 XOCS will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 XOCS shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and XOCS' name. BellSouth reserves the right to remove from a BellSouth Premises any employee of XOCS not possessing identification issued by XOCS or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. XOCS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. XOCS shall be solely responsible for ensuring that any Guest(s) of XOCS is in compliance with all subsections of this Section.
- 12.4 XOCS shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. XOCS shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any XOCS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that XOCS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, XOCS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 XOCS shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated

for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 XOCS shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each XOCS employee or agent hired by XOCS within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, XOCS shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, XOCS will disclose the nature of the convictions to BellSouth at that time. In the alternative, XOCS may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other XOCS employees requiring access to a BellSouth Premises pursuant to this Attachment, XOCS shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, XOCS shall promptly remove from the BellSouth Premises any employee of XOCS BellSouth does not wish to grant access to a BellSouth Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of XOCS is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview XOCS' employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to XOCS' Security representative of such interview. XOCS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving XOCS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill XOCS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that XOCS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill XOCS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of XOCS' employees, agents, or suppliers and where XOCS agrees, in good faith,

with the results of such investigation. XOCS shall notify BellSouth in writing immediately in the event that XOCS discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. XOCS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for XOCS' permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for XOCS' permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to XOCS, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. XOCS may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If XOCS' acceleration of the project increases the cost of the project, then those additional

charges will be incurred by XOCS. Where allowed and where practical, XOCS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, XOCS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for XOCS' permitted use, until such Collocation Space is fully repaired and restored and XOCS' equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where XOCS has placed an Adjacent Arrangement pursuant to Section 3.4, XOCS shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1** If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and XOCS shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1** XOCS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and XOCS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and XOCS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. XOCS should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for XOCS to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. XOCS will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by XOCS when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the XOCS space with proper notification. BellSouth reserves the right to stop any XOCS work operation that imposes Imminent Danger to the environment, employees or other persons in the area on BellSouth's Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by XOCS are owned by XOCS. XOCS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by XOCS or different hazardous materials used by XOCS at a BellSouth Premises. XOCS must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by XOCS to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and XOCS will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and XOCS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, XOCS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and XOCS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, XOCS agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. XOCS further agrees to cooperate with BellSouth to ensure that XOCS' employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by XOCS, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from XOCS' BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of supplier	Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	Waste Asbestos notification and protection of employees and equipment	Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

**MICROWAVE TRANSMISSION FACILITIES IN CONJUNCTION WITH
PHYSICAL COLLOCATION**

1. Scope of Exhibit

- 1.1 Where technically feasible, BellSouth will allow the placement of microwave transmission equipment on the rooftop or on a suitable exterior space of a BellSouth Premises, as defined in Section 1.1 of this Attachment 4. The microwave transmission facilities will be used as an entrance facility in conjunction with a physical collocation arrangement located within the same BellSouth Premises. Such microwave equipment will be limited to that which is necessary for <customer_short_name> to interconnect with BellSouth's services/facilities or access BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.
- 1.2 Microwave transmission facilities include the placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the rooftop or on other suitable exterior spaces of a BellSouth Premises, but does not include the construction of towers on the rooftop of a BellSouth Premises or adjacent to the BellSouth Premises. The Parties will work together to determine the preferable type of antenna mount and will consider such factors as permitting requirements, roof maintenance issues, building structural capacity, and any other relevant factors that may apply; however, BellSouth shall have final approval of the type of antenna mount that will be used by <customer_short_name>.
- 1.2.1 <customer_short_name> is limited by building and structural support constraints for the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave radio antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines (e.g., weight, wind load). Such equipment will be subject to a structural analysis, in accordance with Section 2.3 of this Exhibit D, that must be performed by <customer_short_name>'s BellSouth Certified Supplier at <customer_short_name>'s sole expense, to ensure that the equipment does not overload the building structure. A copy of the structural analysis shall be provided to BellSouth for its review and evaluation, upon completion of this document by <customer_short_name>'s BellSouth Certified Supplier. If the structural analysis indicates a determination and recommendation that structural reinforcement is required in order to accommodate the placement of the requested diameter, weight, and height of such microwave antenna(e), <customer_short_name> will not be allowed to place such microwave antenna(e) on the rooftop of the BellSouth Premises. <customer_short_name>

agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna(e) be directed across open rooftop space without approval of BellSouth, which shall not be unreasonably withheld.

- 1.3 **No Property Right Conferred.** Notwithstanding anything contained herein to the contrary, the placement of microwave transmission facilities on a BellSouth rooftop or other suitable exterior space, which is used in conjunction with <customer_short_name>'s physical collocation arrangement, in the same BellSouth Premises, shall not confer or be deemed to confer any property interest or right in BellSouth's property, and <customer_short_name> hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. The title to <customer_short_name>'s microwave transmission facilities equipment shall remain with <customer_short_name> as the property of <customer_short_name> and shall not become a fixture to a BellSouth Premises.

- 1.4 **Bonding and Grounding.** <customer_short_name>'s BellSouth Certified Supplier will be responsible for provisioning the grounding and bonding of <customer_short_name>'s microwave transmission facilities and any additional rooftop grounding necessary to protect BellSouth's equipment or other occupants' equipment located in the BellSouth Premises. Collocated microwave transmission equipment must comply with extraordinary bonding and grounding requirements, pursuant to Section 2.5 on this Exhibit D. These requirements may necessitate the utilization of more interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space as calculated in accordance with the requirements in Section 8.6 of this Attachment 4, floor space charges will be based upon the minimum amount of floor space required to accommodate the requested collocated equipment arrangement that will comply with the requirements of Section 2.5 of this Exhibit D.

2. Provisioning of Microwave Transmission Facilities

- 2.1 **Site Visit to Determine Line of Sight.** <customer_short_name> will submit a site visit request (Site Visit Request to Determine Line of Sight) in writing to BellSouth prior to the submission of an application for physical collocation within the BellSouth Premises, setting forth the name(s) of the BellSouth Premises that <customer_short_name> wishes to visit for the purpose of determining the potential for placing microwave transmission facilities at this

location. The site visit will take place within fifteen (15) business days of BellSouth's receipt of <customer_short_name>'s Site Visit Request to Determine Line of Sight document or as soon thereafter as agreed to by the Parties. Such site visit will consist of <customer_short_name>'s representative(s) and appropriate BellSouth personnel visiting a BellSouth Premises for the purpose of <customer_short_name> determining whether an unobstructed line-of-sight is technically feasible from the rooftop or other suitable exterior space of the BellSouth Premises. Such site visit will not obligate <customer_short_name> to request, or BellSouth to provide, microwave transmission facilities at a particular BellSouth Premises. When <customer_short_name> submits an application for physical collocation, which includes a request for microwave transmission facilities, BellSouth will determine the feasibility of installing microwave equipment for the particular BellSouth Premises requested based on the information provided by <customer_short_name> in the application submitted to BellSouth. <customer_short_name> will be charged for the reasonable costs incurred by BellSouth for travel, if required, to each site visit requested by <customer_short_name>. The fee assessed by BellSouth for the site visit will be billed as a nonrecurring charge per visit, per central office, after the site visit has been completed. The fee for the Site Visit to Determine Line of Sight for microwave transmission facilities is set forth in Exhibit B of this Attachment 4.

- 2.2 Line-of-Sight. BellSouth will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that microwave transmission facilities require an unobstructed line-of-sight and <customer_short_name> is responsible for making an unobstructed line-of-sight determination for each BellSouth Premises that it requests to install microwave transmission facilities. Unobstructed line-of-sight will be provided by BellSouth will provide unobstructed line-of-sight, where technically feasible, but BellSouth offers no guaranteed that unobstructed line-of-sight is available for the BellSouth Premises requested by <customer_short_name>. BellSouth will work cooperatively with <customer_short_name> in determining a suitable space for <customer_short_name>'s equipment on the rooftop or other suitable exterior space for the requested BellSouth Premises. If BellSouth requires a building enhancement or modification where structural reinforcement is not required, or if the placement of additional equipment obstructs <customer_short_name>'s existing line of sight, BellSouth will work cooperatively with <customer_short_name> to move the antenna mount or raise the height of the antenna mount, which will not be permitted to exceed the 20 foot height limitations set forth in Section 1.2.1 of this Exhibit D, for an unobstructed line of sight. BellSouth will be responsible for the costs of this modification. BellSouth will not be responsible for moving <customer_short_name>'s antenna(e) mount(s), if through no fault of its own, BellSouth determines that a vertical building addition is needed due to space exhaust in a particular BellSouth Premises. BellSouth shall notify

<customer_short_name> six months prior to the start of a BellSouth Premises building addition so that <customer_short_name> can arrange, at its sole expense, for <customer_short_name>'s BellSouth Certified Supplier to remove its microwave transmission facilities from the BellSouth Premises.

- 2.2.1 If a third party requests to place microwave transmission equipment on the rooftop that obstructs <customer_short_name>'s existing line-of-sight, the third party's application will be denied unless all three parties mutually agree to move <customer_short_name>'s existing microwave transmission equipment to allow for a clear line-of-sight, not to exceed the 20 foot height limitation required pursuant to Section 1.2.1 of this Exhibit D. The costs and expenses to move <customer_short_name>'s existing microwave transmission equipment will be borne by the third party requesting permission to place its own microwave transmission equipment.

- 2.3 Structural Analysis. After <customer_short_name> has completed its site visit to a requested BellSouth Premises to determine line-of-sight, but prior to the submission of an application for physical collocation with microwave transmission facilities, <customer_short_name> must, at its sole expense, provide a structural analysis to BellSouth. If <customer_short_name>, or <customer_short_name>'s BellSouth Certified Supplier, has determined that a site visit is necessary to perform the structural analysis, pursuant to Section 1.2.1 in this Exhibit D, <customer_short_name> will submit a site visit request (Site Visit Request to Perform Structural Analysis) in writing to BellSouth prior to the submission of an application for physical collocation within the BellSouth Premises, indicating the name(s) of the BellSouth Premises that <customer_short_name> requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of microwave transmission facilities. This site visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 2.3, when <customer_short_name> requests a site visit to determine line-of-sight. The fee assessed by BellSouth for the site visit required by <customer_short_name> to perform the structural analysis will be billed as a nonrecurring charge per visit, per central office, after the structural analysis site visit has been completed. The fee for the Site Visit Request to Perform Structural Analysis is set forth in Exhibit B of this Attachment 4.

If <customer_short_name>'s BellSouth Certified Supplier is able to perform the structural analysis without visiting the requested BellSouth Premises, no fee for the Site Visit Request to Perform Structural Analysis will be assessed to <customer_short_name> by BellSouth.

A copy of the structural analysis must be submitted with the application for physical collocation when microwave transmission facilities are requested, before BellSouth will permit the application to be bona fide.

2.4 Antenna Placement. <customer_short_name> is limited to the placement of two (2) microwave antenna(e) within its designated rooftop space, unless otherwise agreed to by the Parties. <customer_short_name> must submit an Initial Application for physical collocation with microwave transmission facilities with an Initial Application Fee for Microwave Transmission Facilities when requesting the placement of initial microwave transmission equipment at a BellSouth Premises. A Subsequent Application and the Subsequent Application Fee for Microwave Transmission Facilities must be submitted when <customer_short_name> requests that it be permitted to place additional microwave transmission equipment or move existing microwave transmission equipment outside <customer_short_name>'s designated rooftop space at a BellSouth Premises. <customer_short_name> must submit <customer_short_name> may not construct improvements or make any modifications to BellSouth's rooftop space or its microwave transmission facilities, except as noted herein, without prior written approval from BellSouth, which will not be unreasonably withheld. Construction and provisioning intervals for the installation or modification of <customer_short_name>'s microwave transmission facilities will follow the construction and provisioning intervals contained in Section 7 of this Attachment 4. Unless <customer_short_name> has requested written permission, and BellSouth has granted such permission, <customer_short_name>'s BellSouth Certified Supplier, may not perform any additional construction or installation of support equipment within <customer_short_name>'s rooftop space or any modification to the rooftop space of the BellSouth Premises. BellSouth will permit <customer_short_name>'s BellSouth Certified Supplier to (i) replace mounted equipment with equipment that is of like-size and weight or with smaller mounted equipment of similar functionality and (ii) perform routine repairs and maintenance to such microwave transmission facilities. BellSouth, or its designated BellSouth Certified Supplier, shall perform all necessary work associated with the microwave transmission facilities for the physical collocation arrangement involving AC power and building modifications, unless otherwise agreed to by the Parties.

2.5 Equipment Safety Requirements. <customer_short_name>'s microwave equipment must comply with all industry safety codes and the following specific safety requirements:

- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
- FCC OET Bulletin 65, dated 08/97
- Bellsouth Engineering and Installation Standards – Central Office Equipment, TR 73503-11, Section 6.14
- BellSouth Building Construction and Fire Safety Standard 16170- Roof (BellSouth Proprietary Document)
- American National Standards Institute:

- Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
- Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003

- All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

2.5.1 The operation of <customer_short_name>'s microwave transmission facilities equipment shall also comply with all applicable federal and state radio frequency guidelines.

2.6 Power/Environmental Requirements for Microwave Transmission Facilities. BellSouth will not provide power or environmental support to roof top space or other suitable exterior spaces to support <customer_short_name>'s microwave transmission facilities; however, if BellSouth agrees, in response to a specific request by <customer_short_name>, to provide AC power to the rooftop space or other suitable exterior spaces, <customer_short_name> will bear all associated costs and expenses specified by BellSouth to provide such requested services to <customer_short_name>. The cost for BellSouth to provide AC power will be determined on an individual case basis (ICB). Monthly recurring charges for AC power will be billed as either 120V Single Phase AC power or 240V Single Phase AC power at the rates indicated in Exhibit B to this Attachment 4.

2.7. Cable Provisioning. <customer_short_name>'s BellSouth Certified Supplier is responsible for providing and running the required cable from <customer_short_name>'s radio frequency equipment to its physical collocation space. BellSouth will be responsible for determining and providing the necessary dedicated conduit for <customer_short_name> to use in running its radio frequency equipment to its physical collocation space. BellSouth will assess <customer_short_name> seventy-five percent (75%) of the estimated ICB charges for the dedicated conduit at the time <customer_short_name> submits its Firm Order.

2.8 Equipment and Testing. <customer_short_name> shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, antenna support structure, and grounding, bonding and weather-proofing materials for the support structure or antenna(e) required for the microwave transmission facilities that will be used in conjunction with <customer_short_name>'s physical collocation arrangement in the same BellSouth Premises. <customer_short_name> shall also be solely responsible

for final adjustments (e.g., pointing) that are required to properly position <customer_short_name>'s antenna(e) at the BellSouth Premises.

3. **Application Process**

- 3.1 <customer_short_name> shall submit an application for physical collocation with a request to use microwave transmission facilities for each BellSouth Premises that <customer_short_name> seeks to use microwave transmission facilities in conjunction with its physical collocation arrangement located in the same BellSouth Premises.

4. **Preparation of Estimate/Application Response**

- 4.1 If BellSouth concludes that an unobstructed line-of-sight is not technically feasible, for a rooftop or other suitable exterior space at a BellSouth Premises requested by <customer_short_name>, BellSouth will provide <customer_short_name> with a written explanation of such technical infeasibility according to the Application Response interval, as set forth in this Attachment 4, or in accordance with an agreed upon interval negotiated by the Parties. BellSouth's explanation of technical infeasibility may include BellSouth's known business plans to construct an addition to the building, which would impact the line-of-sight required for microwave transmission facilities.

If rooftop or other suitable exterior space is available for microwave transmission facilities, BellSouth shall provide <customer_short_name> with an estimate of the cost to accommodate the microwave transmission facilities requested by <customer_short_name> in conjunction with its physical collocation arrangement. This estimate shall be provided to <customer_short_name> at the same time BellSouth provides its Application Response to <customer_short_name>'s application for physical collocation space, in accordance with Section .6.9 of this Attachment 4. After receiving <customer_short_name>'s complete and accurate application, BellSouth will provide, as more fully described below, an Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by <customer_short_name> in a BellSouth Premises. This estimate shall include the monthly recurring charges for AC power, in accordance with the AC power rate set forth in Exhibit B of this Attachment 4. The estimate, which will be determined based on the specifications submitted by <customer_short_name> with <customer_short_name>'s application, may change based on the actual field conditions encountered during construction of the microwave transmission facilities. The Application Response and estimate of the cost to accommodate the associated microwave transmission facilities requested by <customer_short_name> in a BellSouth Premises shall reflect separate estimated charges for the following work activities related to

the installation of <customer_short_name>'s microwave transmission facilities:

(i) Roof Inspection. BellSouth may require a roof inspection at any BellSouth Premises where <customer_short_name> requests microwave transmission facilities in conjunction with a physical collocation arrangement within the same BellSouth Premises. <customer_short_name> will bear the cost of the inspection, including any reasonable travel costs incurred by BellSouth, if any. BellSouth shall use a BellSouth Certified Supplier to perform this inspection. At BellSouth's discretion, BellSouth personnel may accompany the BellSouth Certified Supplier. The fee for the roof inspection, which will include all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order. Such roof inspection shall not obligate BellSouth to allow microwave transmission facilities at a particular BellSouth Premises.

(ii) Security Escort. <customer_short_name>'s request for escorted access to the roof of the requested BellSouth Premises will be provided by BellSouth, pursuant to Section 8.10 of this Attachment 4.

(iii) Special Security Construction. If BellSouth determines that new secured access to the microwave transmission facilities is necessary, the costs associated with the construction of such access shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order.

(iv) Architectural Plan Review. This charge shall equal the sum of the hourly charges for the BellSouth Certified Suppliers employed by BellSouth to review <customer_short_name>'s plans for the microwave transmission facilities that <customer_short_name> proposes to use in conjunction with <customer_short_name>'s physical collocation space in the same BellSouth Premises. The fee for the architectural plan review, which includes all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order.

(v) Permitting Review. This charge shall equal the sum of the hourly charges for BellSouth personnel and/or the BellSouth Certified Suppliers employed by BellSouth, whose time is spent reviewing the permitting materials that will be used by <customer_short_name> to obtain the necessary permits for the placement of the requested microwave transmission facilities. BellSouth shall have final approval authority on all

proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. BellSouth shall have the right to be represented at all hearings in connection with any governmental approvals sought by <customer_short_name> in regard to the placement of microwave transmission facilities at a BellSouth Premises. The fee for BellSouth or BellSouth's Certified Suppliers to review the permitting materials that will be used by <customer_short_name> to obtain the necessary permits for the placement of microwave transmission facilities, which includes all associated travel costs incurred by BellSouth, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order.

(vi) Exterior (and Related Interior) Building Modification Work. BellSouth will provide <customer_short_name> with an estimate of the costs that BellSouth anticipates it will incur for design services, labor, and materials to provide conduit from <customer_short_name>'s radio frequency equipment to <customer_short_name>'s physical collocation space within the same BellSouth Premises, or for any other exterior or related interior building modifications that may be also required. The fee for any building modifications, whether exterior, related interior, or both, shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order.

(vii) Supervision of <customer_short_name>'s BellSouth Certified Supplier. This charge shall equal the sum of the hourly charges of any BellSouth employees or BellSouth Certified Suppliers that are employed by BellSouth to monitor the microwave antenna support structure installation performed by <customer_short_name>'s BellSouth Certified Supplier, if BellSouth, at BellSouth's discretion, determines that such supervision is necessary. BellSouth's employees or BellSouth's Certified Suppliers shall have a level of expertise that is commensurate with the requirements for supervising the antenna support structure installation project and monitoring any associated construction work. The fee for supervision by a general contractor shall be assessed as an ICB charge with seventy-five percent (75%) of the estimated charge billed by BellSouth at the time <customer_short_name> submits its Firm Order.

- 4.2 All estimates provided by BellSouth to <customer_short_name> shall be valid for thirty (30) calendar days from issuance and <customer_short_name> shall accept, reject or request changes within such time period, unless an extension is requested in writing by <customer_short_name> and granted by BellSouth. To accept the estimate prepared by BellSouth, <customer_short_name> shall submit a Bona Fide Firm Order (BFFO) and submit seventy-five percent (75%) of the total estimated charges to BellSouth with the BFFO. A true-up

of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the microwave transmission facilities.

- 4.3 The nonrecurring charges associated with the Initial Request for Microwave Transmission Facilities or a Subsequent Request for Microwave Transmission Facilities, as set forth in Exhibit B of this Attachment 4, cover the cost of the work time and work efforts performed by BellSouth personnel to review and evaluate <customer_short_name>'s request for the placement, additions to, or removal of microwave transmission facilities. If <customer_short_name> requests any additions, removals or changes to their physical collocation arrangement located within a BellSouth Premises, the appropriate nonrecurring Application Fee for physical collocation will apply in addition to the appropriate nonrecurring charge associated with the Initial Request for Microwave Transmission Facilities or the Subsequent Request for Microwave Transmission Facilities. If BellSouth cannot accommodate <customer_short_name>'s request for microwave transmission facilities, <customer_short_name> will have the option to revise their application to eliminate entrance facilities or request fiber cable entrance facilities. If <customer_short_name> chooses to revise their application to request no entrance facilities or to reflect the use of fiber cable entrance facilities, in lieu of microwave entrance facilities, the appropriate Initial or Subsequent Application Fee for physical collocation shall apply. All application fees will be billed at the time the Application Response is provided to <customer_short_name> by BellSouth.

5. Pre-Design Meeting

- 5.1 Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <customer_short_name> will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of <customer_short_name>'s BFFO and <customer_short_name>'s payment of the appropriate application fees and any other agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the microwave transmission facilities that will be used in conjunction with <customer_short_name>'s physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO. The provisioning intervals that will apply to BellSouth's provisioning of the requested roof space or suitable exterior space for <customer_short_name>'s microwave transmission facilities will be provided to <customer_short_name> during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. At this same joint planning meeting, the Parties will also discuss and agree to the preliminary design of <customer_short_name>'s associated physical collocation space and the equipment configuration

requirements for this space, as reflected in the application and affirmed in the BFFO.

6. Responsibilities of the Parties

- 6.1 <customer_short_name> shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdictional authority, including, without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain <customer_short_name>'s facilities during the term of this Agreement. In addition, some of the BellSouth Premises are located within the geographic boundaries of historical preservation areas. If <customer_short_name> applies for placement of microwave transmission facilities and equipment at a BellSouth Premises that is located within a historical preservation area, <customer_short_name> shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the historical preservation organization having authority over the appropriate historical preservation area.
- 6.2 <customer_short_name> shall not use BellSouth's property or permit <customer_short_name>'s employees, agents or BellSouth Certified Suppliers to perform any activities, work-related or otherwise, in or about the BellSouth Premises that is in conflict with any applicable law affecting the condition, use or occupancy of the BellSouth Premises or the installation, operation or maintenance of <customer_short_name>'s microwave transmission facilities that is being used in conjunction with <customer_short_name>'s physical collocation equipment. <customer_short_name> shall not commit any public or private nuisance or any other act or practice which might, or would, materially disturb the quiet enjoyment of any occupant(s) of nearby properties.
- 6.3 Notwithstanding any other provision in this Exhibit D, <customer_short_name> hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Premises, and BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers ("Other Wireless Carriers") for the installation, operation and maintenance of communications facilities on or at certain BellSouth Premises. <customer_short_name> shall cooperate with BellSouth and all Other Wireless Carriers to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's Premises, including utility connections and access. Subject to ownership of any exclusive frequency rights, <customer_short_name>'s

facilities shall not physically, electronically, or inductively interfere with existing BellSouth customers', other telecommunications carriers' customers' or other tower tenants' existing facilities. Each transmitter individually, and all transmitters collectively, at a given BellSouth Premises shall comply with appropriate federal, state, and/or local regulations governing the safe levels of radio frequency radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

- 6.4 At its sole cost and expense, <customer_short_name> shall ensure that <customer_short_name>'s microwave transmission facilities and/or equipment are properly maintained by the appropriate BellSouth Certified Supplier employed by <customer_short_name>. This responsibility shall include, without limitation, that all necessary repairs, replacements and restorations are performed by <customer_short_name>'s BellSouth Certified Supplier. In addition, <customer_short_name> shall keep its microwave transmission facilities in a good, neat, sanitary and workmanlike condition. If, after ten (10) calendar days of receiving written notice from BellSouth, <customer_short_name> fails to keep its microwave transmission facilities in such workmanlike condition, BellSouth shall have the right, but not the obligation, to clean up the space on <customer_short_name>'s behalf. In such event, <customer_short_name> shall be liable to BellSouth for the cost and expense of such work, upon written demand from BellSouth. Furthermore, <customer_short_name> and its BellSouth Certified Suppliers are required to take all necessary precautions to protect the roof membrane of the BellSouth Premises during initial construction, future alterations or additions, or maintenance visits to <customer_short_name>'s roof-mounted equipment. <customer_short_name>, at its sole cost and expense, shall make any repairs required due to roof damage caused by <customer_short_name>'s BellSouth Certified Supplier. A BellSouth Certified Supplier must perform any such repairs.

7. Equipment Removal

- 7.1 If, at any time, BellSouth determines that any of <customer_short_name>'s microwave transmission facilities or equipment or the installation of <customer_short_name>'s microwave transmission facilities or equipment does not meet the requirements outlined in this Exhibit D, <customer_short_name> will be responsible for the costs and expenses associated with the removal of such microwave transmission facilities or equipment or the modification of such microwave transmission facilities or equipment or the installation thereof to render it compliant. The removal of <customer_short_name>'s microwave transmission facilities or equipment must be done by a BellSouth Certified Supplier. If <customer_short_name> fails to correct any non-compliance with these standards or fails to demonstrate that the microwave transmission equipment is compliant within fifteen (15) calendar days written notice to <customer_short_name>,

BellSouth may have the microwave transmission facilities or equipment removed or the condition corrected at <customer_short_name>'s expense. Removal of microwave transmission facilities for collocation equipment shall be pursuant to the provisions of Section 4.4 of this Attachment 4. If <customer_short_name> no longer needs, or vacates its microwave transmission facilities, <customer_short_name>'s BellSouth Certified Supplier shall remove <customer_short_name>'s microwave transmission facilities and restore the roof of the BellSouth Premises to its original condition, excluding normal wear and tear.

8. Collocation Attachment Provisions

Any provision provided specifically herein shall be in addition to the applicable provisions contained in this Attachment 4.

Attachment 4

Remote Site Collocation

**REMOTE SITE COLLOCATION
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REMOTE SITE COLLOCATION

1. Scope of Attachment

1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when <customer_short_name> is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (Remote Collocation Space) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter BellSouth Premises). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to occupy. BellSouth shall offer to <customer_short_name> Remote Collocation Space on rates, terms, and conditions that are just, reasonable, nondiscriminatory, and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow <customer_short_name> to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by <customer_short_name> and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.

1.3 Space Reservation

1.3.1 In all states other than Florida, the number of bays specified by <customer_short_name> may contemplate a request for space sufficient to accommodate <customer_short_name>'s growth within a two (2) year period.

1.3.2 In the state of Florida, the number of bays specified by <customer_short_name> may contemplate a request for space sufficient to accommodate <customer_short_name>'s growth within an eighteen (18) month period.

1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and

conditions of this Attachment. Additionally, where BellSouth notifies <customer_short_name> that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon <customer_short_name>'s request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for <customer_short_name>. <customer_short_name> agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for <customer_short_name>. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for <customer_short_name> as above, <customer_short_name> shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with <customer_short_name> in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. <customer_short_name> will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. <customer_short_name> shall use the Remote Collocation Space for the purposes of installing, maintaining and operating <customer_short_name>'s equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth UNEs in accordance with the Act, FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 24 of General Terms and Conditions, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

2.1 Space Availability Optional Report

- 2.1.1 Upon request from <customer_short_name>, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.2 The request from <customer_short_name> for a Space Availability Report must be written and must include the CLLI code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If <customer_short_name> is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, <customer_short_name> may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, <customer_short_name> should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. <customer_short_name> should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.3 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request.
- 2.1.4 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth region, shall be negotiated between the Parties.

2.2 Remote Terminal Information

- 2.2.1 Upon request, BellSouth will provide <customer_short_name> with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.2 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a <customer_short_name> request subject to the following conditions: (i) the information will only be provided on a compact disc in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by <customer_short_name>, up

to a maximum of thirty (30) wire centers per <customer_short_name> request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) <customer_short_name> agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one compact disc.

3. Collocation Options

3.1 Cageless Collocation. BellSouth shall allow <customer_short_name> to collocate <customer_short_name>'s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow <customer_short_name> to have direct access to <customer_short_name>'s equipment and facilities in accordance with Section 5.8 below. BellSouth shall make cageless collocation available in single bay increments. Except where <customer_short_name>'s equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, <customer_short_name> must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 below.

3.2 Caged Collocation

3.2.1 At <customer_short_name>'s option and expense, <customer_short_name> may arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, <customer_short_name> and <customer_short_name>'s BellSouth Certified Supplier must comply with the more stringent local building code requirements. <customer_short_name>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at <customer_short_name>'s expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for <customer_short_name>'s BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. <customer_short_name>'s BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by

<customer_short_name>'s BellSouth Certified Supplier. <customer_short_name> must provide the local BellSouth Remote Site Location contact with two (2) Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access <customer_short_name>'s locked enclosure prior to notifying <customer_short_name> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to <customer_short_name>'s Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for <customer_short_name>.

- 3.2.2 BellSouth may elect to review <customer_short_name>'s plans and specifications, if <customer_short_name> has indicated its desire to have <customer_short_name>'s BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure <customer_short_name>'s compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify <customer_short_name> of its desire to execute this review in BellSouth's Application Response to <customer_short_name>'s application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for <customer_short_name> to place a firm order for the Remote Collocation Space it is requesting. If <customer_short_name>'s application does not indicate their desire to construct their own enclosure and <customer_short_name> subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then <customer_short_name> will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of <customer_short_name>'s plans and specifications. Regardless of whether or not BellSouth elects to review <customer_short_name>'s plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of <customer_short_name>'s written notification that the enclosure has been completed. BellSouth shall require <customer_short_name>, at <customer_short_name>'s expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of <customer_short_name>'s caged Remote Collocation Space, any structure that does not meet <customer_short_name>'s plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

- 3.3.1 <customer_short_name> may allow other telecommunications carriers to sublease <customer_short_name>'s Remote Collocation Space pursuant to terms and conditions agreed to by <customer_short_name> (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where

the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. <customer_short_name> shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by <customer_short_name> that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and <customer_short_name>.

3.3.2 <customer_short_name>, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide <customer_short_name> with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, <customer_short_name> shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's ACNA. A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.

3.3.3 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services, and/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 <customer_short_name> shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of <customer_short_name>'s Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement (Adjacent Arrangement) on the

property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by <customer_short_name> and in conformance with BellSouth's design and construction specifications. Further, <customer_short_name> shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Adjacent Arrangement.

- 3.4.2 Should <customer_short_name> elect Adjacent Collocation, <customer_short_name> must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, <customer_short_name> and <customer_short_name>'s BellSouth Certified Supplier must comply with local building code requirements. <customer_short_name>'s BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. <customer_short_name>'s BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by <customer_short_name>'s BellSouth Certified Supplier. <customer_short_name> must provide the local BellSouth Remote Site Location contact with two (2) cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access <customer_short_name>'s locked enclosure prior to notifying <customer_short_name> at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

- 3.4.3 <customer_short_name> must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review <customer_short_name>'s plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of <customer_short_name>'s written notification that the Adjacent Arrangement has been completed. BellSouth shall require <customer_short_name>, at <customer_short_name>'s expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of <customer_short_name>'s Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.

3.4.4 <customer_short_name> shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At <customer_short_name>'s option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, at <customer_short_name>'s request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the NEC, any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. <customer_short_name> will pay for any and all (one hundred percent (100%)) DC power construction and provisioning costs to an Adjacent Arrangement through ICB pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. <customer_short_name>'s BellSouth Certified Supplier shall be responsible, at <customer_short_name>'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 CCXCs

3.5.1 A CCXC is a cross-connection between <customer_short_name> and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit <customer_short_name> to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. <customer_short_name> is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.5.2 <customer_short_name> must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by <customer_short_name>. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical

facilities. <customer_short_name> shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by <customer_short_name> to provision the CCXC to the other collocated telecommunications carrier. In those instances where <customer_short_name>'s equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, <customer_short_name> may use its own technicians to install the CCXCs using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. <customer_short_name> shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. <customer_short_name> shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. <customer_short_name> is solely responsible for ensuring the integrity of the signal.

- 3.5.3 To place an order for a CCXC, <customer_short_name> must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross-connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to <customer_short_name>.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify <customer_short_name> in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. <customer_short_name> will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies <customer_short_name> that Remote Collocation Space is ready for occupancy (Space Ready Date). BellSouth will correct any deviations to <customer_short_name>'s original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If <customer_short_name> completes its acceptance walkthrough

within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of <customer_short_name>'s acceptance of the Remote Collocation Space (Space Acceptance Date). In the event that <customer_short_name> fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by <customer_short_name> on the Space Ready Date and billing will commence from that date.

- 4.3 Early Space Acceptance. If <customer_short_name> decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date <customer_short_name> occupies the space is deemed the Space Acceptance Date and billing will begin from that date. <customer_short_name> must notify BellSouth in writing that its collocation equipment installation is complete. <customer_short_name>'s collocation equipment installation is complete, which is when <customer_short_name>'s equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to <customer_short_name>'s customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from <customer_short_name>.
- 4.4 <customer_short_name> must notify BellSouth in writing that its collocation equipment installation is complete. <customer_short_name>'s collocation equipment installation is complete, when <customer_short_name>'s equipment has been cross-connected to BellSouth's network for the purpose of provisioning Telecommunication Services to <customer_short_name>'s customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from <customer_short_name>.
- 4.5 Termination of Occupancy
- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Attachment, <customer_short_name> may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date <customer_short_name> and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that <customer_short_name> signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and <customer_short_name> jointly conduct an inspection, which confirms that <customer_short_name> has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate <customer_short_name>'s right to occupy the Remote

Collocation Space in the event <customer_short_name> fails to comply with any provision of this Agreement, for such Remote Collocation Space.

4.5.2 Upon termination of occupancy, <customer_short_name>, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. <customer_short_name> shall have thirty (30) days from the BFFO date (Termination Date) to complete such removal, including the removal of all equipment and facilities of <customer_short_name>'s Guest(s), unless <customer_short_name>'s Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to <customer_short_name>'s Termination Date.

4.5.3 <customer_short_name> shall continue payment of all monthly recurring charges to BellSouth until the date <customer_short_name>, and if applicable <customer_short_name>'s Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If <customer_short_name> or <customer_short_name>'s Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of <customer_short_name> or <customer_short_name>'s Guest(s), in any manner that BellSouth deems fit, at <customer_short_name>'s expense and with no liability whatsoever for <customer_short_name>'s property or <customer_short_name>'s Guest(s)'s property.

4.5.4 Upon termination of <customer_short_name>'s right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and <customer_short_name> shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by <customer_short_name>, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, <customer_short_name>'s BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. <customer_short_name> shall be responsible for the cost of removing any <customer_short_name> constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type

5.1.1 BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term

"necessary" is defined by FCC 47 C.F.R. § 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

- 5.1.2 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia NEBS General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on <customer_short_name>'s failure to comply with this Section.
- 5.1.3.1 All <customer_short_name> equipment installation shall comply with TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.4 <customer_short_name> shall identify to BellSouth whenever <customer_short_name> submits a MOP adding equipment to <customer_short_name>'s Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in <customer_short_name>'s Remote Collocation Space. <customer_short_name> shall submit a copy of the list of any lien holders or other entities that have a financial interest to <customer_short_name>'s ATCC Representative.
- 5.2 No Marketing. <customer_short_name> shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in

the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 Equipment Identification. <customer_short_name> shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of <customer_short_name>'s equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify <customer_short_name>'s equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. <customer_short_name> may elect to place <customer_short_name>-owned or <customer_short_name>-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. <customer_short_name> will provide and place copper cable through conduit from the Remote Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. <customer_short_name> must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. <customer_short_name> is responsible for maintenance of the entrance facilities that terminate into <customer_short_name>'s Remote Collocation Space. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of <customer_short_name>'s BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.5 Shared Use. <customer_short_name> may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to <customer_short_name>'s Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between <customer_short_name>'s equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. <customer_short_name> or its agent must perform all required maintenance to <customer_short_name> equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, below.
- 5.7 Equipment and Facilities. <customer_short_name>, or if required by this Attachment, <customer_short_name>'s BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by <customer_short_name> which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities

may include but are not limited to cable(s), equipment, and point of termination connections. <customer_short_name> and its selected BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to <customer_short_name> at least forty-eight (48) hours before access to the Remote Collocation Space is required. <customer_short_name> may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that <customer_short_name> will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.

5.9 Customer Access. Pursuant to Section 12 below, <customer_short_name> shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. <customer_short_name> agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of <customer_short_name> or <customer_short_name>'s Guest(s) with <customer_short_name>'s written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the Collocation Acknowledgement Sheet for access cards and the Key Acknowledgement Form for keys) must be signed by <customer_short_name> and returned to BellSouth Access Management within fifteen (15) days of <customer_short_name>'s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. <customer_short_name> agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of <customer_short_name>'s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with <customer_short_name> ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. <customer_short_name> shall pay all applicable charges associated with lost or stolen Access Devices.

5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one (1) hour, to <customer_short_name>'s designated Remote Collocation Space, after receipt of the BFFO, without charge to <customer_short_name>. <customer_short_name> must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date <customer_short_name> desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, <customer_short_name> may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event <customer_short_name> desires access to its designated Remote Collocation Space after the first accompanied free visit and <customer_short_name>'s access request form(s) has not been approved by BellSouth or <customer_short_name> has not yet submitted an access request form to BellSouth, <customer_short_name> shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at <customer_short_name>'s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. <customer_short_name> must request that escorted access be provided by BellSouth to <customer_short_name>'s designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever <customer_short_name> or its approved agent or supplier requires access to the entrance manhole.

5.10 Lost or Stolen Access Keys. <customer_short_name> shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), <customer_short_name> shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).

5.11 Interference or Impairment

5.11.1 Notwithstanding any other provisions of this Attachment, <customer_short_name> shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that: (1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; (2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; (3) compromises the privacy of any communications routed through the Remote Site; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of <customer_short_name> violates the provisions of this Section, BellSouth shall provide written notice to <customer_short_name>, which shall

direct <customer_short_name> to cure the violation within forty-eight (48) hours of <customer_short_name>'s receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.

5.11.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if <customer_short_name> fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to <customer_short_name>'s equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to <customer_short_name> prior to the taking of such action and BellSouth shall have no liability to <customer_short_name> for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.11.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and <customer_short_name> fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to <customer_short_name> or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by <customer_short_name> is significantly degrading the performance of other advanced services or traditional voice band services, <customer_short_name> shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.12 Personalty and Its Removal. Facilities and equipment placed by <customer_short_name> in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by <customer_short_name> at any time. Any damage caused to the Remote Collocation Space by <customer_short_name>'s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by <customer_short_name> at its sole expense.
- 5.13 Alterations. Under no condition shall <customer_short_name> or any person acting on behalf of <customer_short_name> make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by <customer_short_name>. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides <customer_short_name> with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. <customer_short_name> shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. <customer_short_name> shall be responsible for removing any of <customer_short_name>'s debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to <customer_short_name> and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 Remote Site Application. When <customer_short_name> or <customer_short_name>'s Guest(s) desires to install a bay in a Remote Site Location, <customer_short_name> shall input a BellSouth Physical Expanded Interconnection Application Document (Application) directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by <customer_short_name> and will be billed on the date BellSouth provides <customer_short_name> with an Application Response. The

placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7 above, within an existing bay, does not require an Application.

- 6.3 Availability of Space. Upon submission of an Application, BellSouth will permit <customer_short_name> to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section, in which case, virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify <customer_short_name> of the amount that is available.
- 6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when <customer_short_name>'s Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify <customer_short_name> of the amount of space that is available and no Application fee will apply. When BellSouth's response includes an amount of space less than that requested by <customer_short_name> or space that is configured differently, no Application Fee shall apply. If <customer_short_name> decides to accept the available space, <customer_short_name> must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When <customer_short_name> resubmits its Application to accept the available space, BellSouth will bill <customer_short_name> the appropriate Application Fee.
- 6.5 Denial of Application. If BellSouth notifies <customer_short_name> that no space is available (Denial of Application), BellSouth will not assess an Application Fee to <customer_short_name>. After notifying <customer_short_name> that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow <customer_short_name>, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit <customer_short_name> to inspect any plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.

6.7.3 When Remote Collocation Space becomes available, <customer_short_name> must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If <customer_short_name> has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, <customer_short_name> may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that <customer_short_name> wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. <customer_short_name> may accept an amount of space less

than what it originally requested by submitting an Application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If <customer_short_name> does not submit an Application or notify BellSouth in writing within the thirty (30) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove <customer_short_name> from the waiting list. Upon request, BellSouth will advise <customer_short_name> as to its position on the waiting list for a particular Remote Site Location.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services Web site that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response. In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable <customer_short_name> to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below. When <customer_short_name> submits ten (10) or more Applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable <customer_short_name> to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of <customer_short_name> or as

necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge <customer_short_name> the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 **BFFO**

6.11.1 <customer_short_name> shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to <customer_short_name>'s Bona Fide Application or <customer_short_name>'s Application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of <customer_short_name>'s BFFO. BellSouth will acknowledge the receipt of <customer_short_name>'s BFFO within seven (7) days of receipt, so that <customer_short_name> will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7. **Construction and Provisioning**

7.1 **Construction and Provisioning Intervals**

7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by <customer_short_name>. If additional space has been requested by <customer_short_name>, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty-five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and <customer_short_name> cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space

under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide <customer_short_name> with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and <customer_short_name> will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.
- 7.4 Use of BellSouth Certified Supplier. <customer_short_name> shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. <customer_short_name>, if a BellSouth Certified Supplier, or <customer_short_name>'s BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, <customer_short_name> must use a different BellSouth Certified

Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide <customer_short_name> with a list of BellSouth Certified Suppliers, upon request. <customer_short_name>, if a BellSouth Certified Supplier, or <customer_short_name>'s BellSouth Certified Supplier(s) shall be responsible for installing <customer_short_name>'s equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and <customer_short_name> upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by <customer_short_name>, the BellSouth Certified Supplier shall bill <customer_short_name> directly for all work performed for <customer_short_name> pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by <customer_short_name>'s BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to <customer_short_name> or any supplier proposed by <customer_short_name> and will not unreasonably withhold certification. All work performed by or for <customer_short_name> shall conform to generally accepted industry standards.

7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. <customer_short_name> shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service <customer_short_name>'s Remote Collocation Space. Upon request, BellSouth will provide <customer_short_name> with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by <customer_short_name>. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.6 Virtual to Physical Remote Collocation Space Relocation

7.6.1 In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations and physical Remote Collocation Space has subsequently become available, <customer_short_name> may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by <customer_short_name>, such information will be provided to <customer_short_name> in BellSouth's written denial of physical Remote Collocation Space. To the extent that: (i) physical Remote Collocation Space becomes available to <customer_short_name> within one hundred eighty (180) days of BellSouth's written denial of <customer_short_name>'s request for

physical Remote Collocation Space; (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available; and (iii)

<customer_short_name> was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then <customer_short_name> may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. <customer_short_name> must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.

- 7.6.2 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.

7.7 Virtual to Physical Conversion (In-Place)

- 7.7.1 Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; (2) the conversion of the virtual Remote Collocation Space will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill <customer_short_name> an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to <customer_short_name>.

- 7.7.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.7 above.

- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, <customer_short_name> cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if <customer_short_name> cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee

shall be assessed by BellSouth; however, <customer_short_name> will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of <customer_short_name> up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if <customer_short_name> cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill <customer_short_name> for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.

7.9 Licenses. <customer_short_name>, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. **Rates and Charges**

8.1 Rates. <customer_short_name> agrees to pay the rates and charges identified in Exhibit B.

8.2 Recurring Charges. If <customer_short_name> has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event <customer_short_name> fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If <customer_short_name> occupies the space prior to the Space Ready Date, the date <customer_short_name> occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in <customer_short_name> 's next billing cycle and will include any prorated charges for the period from <customer_short_name>'s Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate nonrecurring Application Fee on the date that BellSouth provides an Application Response to <customer_short_name>.

8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power

<customer_short_name>'s equipment. <customer_short_name> shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.

8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for <customer_short_name>'s Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section 8.4 above. If the power requirements for <customer_short_name>'s equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise <customer_short_name>'s recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by <customer_short_name>'s BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from <customer_short_name> certifying the completion of the power reduction, including the removal of the power cabling by <customer_short_name>'s BellSouth Certified Supplier.

8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by <customer_short_name>'s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. <customer_short_name>'s BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At <customer_short_name>'s option, <customer_short_name> may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.7 Security Escort. After <customer_short_name> has used its one accompanied site visit, pursuant to Section 5.9.1 above, and prior to <customer_short_name>'s completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when <customer_short_name>'s employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one half (1/2) hour after the scheduled escort time to provide such requested escort service and <customer_short_name> shall pay for such half hour charges in the event <customer_short_name>'s employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

9.1 <customer_short_name> shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 <customer_short_name> shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of <customer_short_name>'s real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.

9.2.4 <customer_short_name> may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to <customer_short_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by <customer_short_name> shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of <customer_short_name>'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If <customer_short_name> fails to maintain required coverage, BellSouth may pay

the premiums thereon and seek reimbursement of same from
<customer_short_name>.

- 9.5 <customer_short_name> shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. <customer_short_name> shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from <customer_short_name>'s insurance company. <customer_short_name> shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 <customer_short_name> must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to such recommendations.
- 9.7 Self-Insurance. If <customer_short_name>'s net worth exceeds five hundred million dollars (\$500,000,000), <customer_short_name> may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. <customer_short_name> shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to <customer_short_name> in the event that self-insurance status is not granted to <customer_short_name>. If BellSouth approves <customer_short_name> for self-insurance, <customer_short_name> shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of <customer_short_name>'s corporate officers. The ability to self-insure shall continue so long as <customer_short_name> meets all of the requirements of this Section. If <customer_short_name> subsequently no longer satisfies the requirements of this Section, <customer_short_name> is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to <customer_short_name> to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or <customer_short_name>), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of <customer_short_name>'s equipment and facilities in <customer_short_name>'s Remote Collocation Space(s) prior to the activation of facilities and/or services between <customer_short_name>'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if <customer_short_name> adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide <customer_short_name> with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, <customer_short_name> will be required, at its own expense, to conduct a statewide investigation of criminal history records for each <customer_short_name> employee hired in the past five (5) years being considered for work on a BellSouth Remote Site Location, for the states/counties where the <customer_short_name> employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. <customer_short_name> shall not be required to perform this investigation if an affiliated company of <customer_short_name> has performed an investigation of the <customer_short_name> employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if <customer_short_name> has performed a pre-employment statewide investigation of criminal history records of the <customer_short_name> employee for the states/counties where the <customer_short_name> employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 <customer_short_name> will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.
- 12.3 <customer_short_name> shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in <customer_short_name>'s Remote Collocation Space or other areas in or around the Remote Site Location. The photo identification card shall bear, at a minimum, the employee's name and photo, and <customer_short_name>'s name. BellSouth reserves the right to remove from its Remote Site Location any employee of <customer_short_name> not possessing identification issued by <customer_short_name> or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. <customer_short_name> shall hold BellSouth harmless for any damages resulting from such removal of <customer_short_name>'s personnel from BellSouth Remote Site Location.

<customer_short_name> shall be solely responsible for ensuring that any Guest(s) of <customer_short_name> is in compliance with all subsections of this Section.

- 12.4 <customer_short_name> shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions.
<customer_short_name> shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any of <customer_short_name>'s personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event <customer_short_name> chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, <customer_short_name> may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 <customer_short_name> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 <customer_short_name> shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each <customer_short_name> employee or agent hired by <customer_short_name> within five (5) years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in <customer_short_name>'s Remote Collocation Space(s), <customer_short_name> shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, <customer_short_name> will disclose the nature of the convictions to BellSouth at that time. In the alternative, <customer_short_name> may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other <customer_short_name> employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, <customer_short_name> shall

furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

12.6 At BellSouth's request, <customer_short_name> shall promptly remove from the BellSouth Remote Site Location any employee of <customer_short_name> that BellSouth does not wish to grant access to a Remote Site Location: (1) pursuant to any investigation conducted by BellSouth, or (2) prior to the initiation of an investigation if an employee of <customer_short_name> is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

12.7 Security Violations. BellSouth reserves the right to interview <customer_short_name>'s employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or Remote Site Location or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to <customer_short_name>'s Security representative of such interview. <customer_short_name> and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving <customer_short_name>'s employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill <customer_short_name> for all reasonable costs associated with investigations involving its employees, agents, or suppliers, or Guests if it is established and mutually agreed in good faith that <customer_short_name>'s employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill <customer_short_name> for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of <customer_short_name>'s employees, agents, suppliers, or Guests and where <customer_short_name> agrees, in good faith, with the results of such investigation. <customer_short_name> shall notify BellSouth in writing immediately in the event that <customer_short_name> discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from a BellSouth Premises or Remote Site Location, any employee found to have violated the security and safety requirements of this Section. <customer_short_name> shall hold BellSouth harmless for any damages resulting from such removal of <customer_short_name>'s personnel from a BellSouth Premises.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g., plug-in cards) will be strictly prohibited and handled appropriately. Costs

associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. **Destruction of Remote Collocation Space**

13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for <customer_short_name>'s permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for <customer_short_name>'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to <customer_short_name>, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. <customer_short_name> may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. A BellSouth Certified Vendor must perform a rebuild of equipment. If <customer_short_name>'s acceleration of the project increases the cost of the project, then those additional charges will be incurred at <customer_short_name>'s expense. Where allowed and where practical, <customer_short_name> may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, <customer_short_name> shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for <customer_short_name>'s permitted use, until such Remote Collocation Space is fully repaired and restored and <customer_short_name>'s

equipment installed therein (but in no event later than thirty (30) days after the Remote Collocation Space is fully repaired and restored). Where <customer_short_name> has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4 above, <customer_short_name> shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and <customer_short_name> shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 <customer_short_name> understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Remote Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and <customer_short_name> agree to comply with applicable federal, state, and local environmental and safety laws and regulations including USEPA regulations issued under the CAA, CWA, RCRA, CERCLA, SARA, the TSCA, OSHA regulations, NFPA, NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and <customer_short_name> shall provide notice to the other, including any MSDSs, of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. <customer_short_name> should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for <customer_short_name> to follow when working at a BellSouth Remote Site Location (see Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. <customer_short_name> will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 below lists the Environmental categories where BST practices should be followed by <customer_short_name> when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect <customer_short_name>'s Remote Collocation Space with proper notification. BellSouth reserves the right to stop any <customer_short_name> work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by <customer_short_name> are owned by and considered the property of

<customer_short_name>. <customer_short_name> will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by <customer_short_name> or different hazardous materials used by <customer_short_name> at the BellSouth Remote Site Location. <customer_short_name> must demonstrate adequate emergency response capabilities for the materials used by <customer_short_name> or remaining at a BellSouth Remote Site Location.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by <customer_short_name> to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and <customer_short_name> will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, SPCC plans and community reporting. If fees are associated with filing, BellSouth and <customer_short_name> will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, <customer_short_name> must comply with all of BellSouth's permit conditions and environmental processes, including environmental "BMP" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and <customer_short_name> shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, <customer_short_name> agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety M&Ps, incorporated herein by this reference. <customer_short_name> further agrees to cooperate with BellSouth to ensure that <customer_short_name>'s employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental

M&Ps which apply to the specific Environmental function being performed by <customer_short_name>, its employees, agents, suppliers and/or Guests.

- 2.1.1 The most current version of reference documentation must be requested from <customer_short_name>'s BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance<customer_short_name>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)

Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29 C.F.R. § 1910.147 (OSHA Standard) • 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper

management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the OSHA hazard communication standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4.

ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment 4 Exh B		
						Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec			SOME	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION													
Application													
	Physical Collocation - Cageless Application Fee				PE1CH								
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request					2633 00							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				PE1AC	16 16							
	Physical Collocation - Power Reconfiguration Only, Application Fee				PE1DT								
	Physical Collocation Administrative Only - Application Fee				PE1PR								
	Space Preparation				PE1BL	400 10							
						743 25							
	Physical Caged Collocation-Space Prep-Grounding, per location				PE1SB	4 32							
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 40 AMP, includes 20 AMP A and B Feed				PE1SN	142 40							
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 100 AMP, includes 50 AMP A and B Feed				PE1SO	185 72							
	Physical Collocation, Caged Collocation - Space Prep-Power Cable, 200 AMP, includes 100 AMP A and B Feed				PE1SP	242 05							
	Physical Caged Collocation Space Enclosure-Cage Preparation, per first 100 sq. ft.				PE1S1	110 97							
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per add'l 50 sq. ft.				PE1S5	55 49							
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.				PE1FS	5 94							
	Physical Collocation - Cageless - Floor Space, per sq. ft.				PE1ZB	3 91							
	Physical Collocation - Space Preparation - Firm Order Processing				PE1SJ	1204 00							
	Physical Collocation - Space Availability Report, per Central Office Requested				PE1SR	2027 00							
Power													
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp				PE1FB	5 60							
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp				PE1FD	11 22							
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp				PE1FE	16 82							
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp				PE1FG	38 84							
	Physical Caged Collocation-Power-Power Construction, per amp DC plant				PE1PN	3 55							
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage				PE1PO	2 03							
	Physical Collocation - Cageless - Power, per Fused Amp				PE1ZC	6 79							
	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/BSST Meter				PE1FO	102 24							
	Physical Collocation - Meter Reading -per CLEC per CO, per Each Additional 2 Circuits w/BSST Meter				PE1FP	8 94							
	Physical Collocation - Meter Reading - per CLEC per CO, First 12 Circuits w/CLEC Meter				PE1FQ	98 25							
	Physical Collocation - Meter Reading - per CLEC per CO, per Each Additional 2 Circuits w/CLEC Meter				PE1FR	8 94							
	Physical Collocation - Additional Meter Reading Trip Charge, per Central Office, per Occurrence				PE1FM	307 84							
	Physical Expanded Interconnection Service, Power, -48V DC Power, Cageless, Power, per Fused Amp Requested				PE1F5	6 79							

[illegible]

COLLOCATION - Tennessee															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 4 Exh B			
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			SOMEc	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st
				ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	28 11	50 53	38 78							
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1CL	6 06	50 53	38 78							
	Physical Collocation - Cageless - 4-Fiber Cross-Connect														
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			CLO	PE1ES	0 00									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			CLO	PE1DS	0 00									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSF, UEPC2C	PE1R2	0 05	7 68								
	Physical Collocation 4-Wire Cross Connect, Port			UEP3, U1T03, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1T51, ULDS1, UNLD3	PE1R4	0 05	7 68								
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per circuit			U1T03, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1T51, ULDS1, UNLD3	PE1IS	7 68	41 65								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per circuit														
	POT Bay														
	Physical Caged Collocation - 2-fiber POT Bay			CLO	PE1B2	38 79									
	Physical Caged Collocation - 4-fiber POT Bay			CLO	PE1B4	52 31									
	Security														
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76 10								
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33 15	20 44							
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41 50	25 61							
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49 86	30 79							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33 91	21 49							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44 17	27 76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54 42	34 02							
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55 99									
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0 06	55 67								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15 61								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45 64								

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring First	Add'l			SOMECH	SOMAN	SOMAN			
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK			26 24									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL			26 24									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9			77 67									
Cable Records	Physical Collocation - Cable Records, per request			CLO	PETCR			1711 00									
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD			925 06									
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO	PE1CO			18 05									
	Physical Collocation, Cable Records, DS1, per T1 Tie			CLO	PE1CI			8 45									
	Physical Collocation, Cable Records, DS3, per T3 Tie			CLO	PE1C3			29 57									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB			279 42									
	Physical Collocation, Cable Records, CAT5/PL45			CLO	PE1CS			8 45									
Virtual to Physical																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV			33 00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO			33 00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1			52 00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3			52 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR			23 00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP			23 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS			33 00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE			37 00									
Entrance Cable																	
	Physical Caged Collocation - Cable Installation - Entrance Fiber Structure, interduct per foot			CLO	PE1CP			0 02									
	Physical Caged Collocation - Cable Installation - Entrance Fiber, per cable			CLO	PE1CQ			2 56									
	Physical Caged Collocation - Cable Support Structure - Cable Racking, per entrance cable			CLO	PE1CS			21 47									
	Physical Collocation - Cageless - Cable Installation Cost, per cable			CLO	PE1ZA			1749 00									
	Physical Collocation - Cageless - Cable Support Structure, per Entrance Cable			CLO	PE1CJ			17 87									
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EA			1195 00					43 84				
	Physical Collocation - Copper Entrance Cable installation, per 100 Pairs			CLO	PE1EB			18 56									
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE			0 1406									
VIRTUAL COLLOCATION																	
Application																	
	Virtual Collocation - Application Fee			AMTFS	EAF			2633 00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA			565 09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF			743 25									
Space Preparation																	

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Nonrecurring First	Add'l	Nonrecurring First	Add'l
						Rec							
	Virtual Collocation - Floor Space, per sq ft			AMTFS	ESPVX	3.91							
Power	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79							
Cross Connects	Cross Connects, Co-Carrier Cross Connects, and Ports												
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCIX, UEAAC2	UEAC2	0.57	11.62	9.90					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UUL, UXTD1, UNCIX, ULDD1, U1TD1, USLEL, UNLD1, USL	CNC1X	1.32	32.22	17.76					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3	CND3X	12.32	29.97	16.30					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULDA8, UDF	CNC2F	3.03	41.56	29.82					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULDA8, UDF	CNC4F	6.06	50.53	38.78					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.00							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.00							
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSX, UEPSB, UEPSR, UEPSR, UEPSR, UEPSR	VE1R2	0.57	11.62	9.90					
CFA	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04					
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67						
Cable Records	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1711.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05						
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VE1BD		8.45						
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VE1BE		29.57						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45						
Security	Virtual Collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					

COLLOCATION - Tennessee													
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Attachment 4 Exh B			
						Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day												
	Virtual collocation - Security escort, premium time, outside of a scheduled work day												
	Maintenance												
	Virtual collocation - Maintenance in CO - Basic, per half hour												
	Virtual collocation - Maintenance in CO - Overtime, per half hour												
	Virtual collocation - Maintenance in CO - Premium per half hour												
	Entrance Cable												
	Virtual Collocation - Cable Installation Charge, per cable												
	Virtual Collocation - Cable Support Structure, per cable												
	COLLOCATION IN THE REMOTE SITE												
	Physical Remote Site Collocation												
	Physical Collocation in the Remote Site - Application Fee												
	Cabinet Space in the Remote Site per Bay/Rack												
	Physical Collocation in the Remote Site - Security Access - Key												
	Physical Collocation in the Remote Site - Space Availability												
	Report per Premises Requested												
	Physical Collocation in the Remote Site - Remote Site CLI												
	Code Request, per CLI Code Requested												
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO												
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour												
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour												
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour												
	Adjacent Remote Site Collocation												
	Remote Site-Adjacent Collocation-Application Fee												
	Remote Site-Adjacent Collocation - Real Estate, per square foot												
	Remote Site-Adjacent Collocation - AC Power, per breaker amp												
	NOTE If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.												
	Virtual Remote Site Collocation												
	Virtual Collocation in the Remote Site - Application Fee												
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space												
	Virtual Collocation in the Remote Site - Space Availability Report												
	per Premises requested												
	Virtual Collocation in the Remote Site - Remote Site CLI Code												
	Request, per CLI Code Requested												
	ADJACENT COLLOCATION												
	Adjacent Collocation - Space Charge per Sq Ft												
	Adjacent Collocation - Electrical Facility Charge per Linear Ft												
	Adjacent Collocation - 2-Wire Cross-Connects												
	Adjacent Collocation - 4-Wire Cross-Connects												
	Adjacent Collocation - DS1 Cross-Connects												
	Adjacent Collocation - DS3 Cross-Connects												
	Adjacent Collocation - 2-Fiber Cross-Connect												
	Adjacent Collocation - 4-Fiber Cross-Connect												
	Adjacent Collocation - Application Fee												

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 4 Exh B				Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring First	Add'l			OSS Rates(\$)					
												SOME	SOMAN	SOMAN	SOMAN		
						Rec											
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5 81											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11 64											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17 45											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40 30											
MICROWAVE TRANSMISSION FACILITIES (IN CONJUNCTION WITH PHYSICAL COLLOCATION)																	
	Microwave Collocation - Site Visit Request to determine Line of Site for a Microwave Transmission Facilities, per Vst, per Central Office			CLO	PE1SU	968 74		1 23									
	Microwave Collocation - Site Visit Request to perform structural analysis, per Vst, per Central Office			CLO	PE1SV	968 74		1 23									
	Microwave Collocation - Initial Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SW	4,089 00		1 23									
	Microwave Collocation - Subsequent Request for Microwave Transmission Facilities, per Central Office			CLO	PE1SX	1,642 00		1 23									
NOTE	Rates displaying an "I" in the interim column are interim as a result of a Commission order																

**Amendment to the Agreement
Between
XO Communications Services, Inc.
and
BellSouth Telecommunications, Inc.
Dated November 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("XOCS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement") to be effective after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and XOCS entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby amend the Agreement as follows:
 - (a) A new Section 1.5 is added to Attachment 2 of the Agreement as follows:
 - 1.5 Conversion of Wholesale Services to Network Elements

BellSouth shall convert the circuits set forth in Exhibit D to the equivalent Network Element or Combination that is available to XOCS under this Agreement ("Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Table 1. Any rate change resulting from the Conversion will be effective as of November 1, 2005, for circuits for which BellSouth has received a Conversion request from XOCS, consisting of accurate completion of the required fields on the BellSouth-supplied spreadsheet form. A wholesale service that is converted in its entirety shall be considered terminated for purposes of any volume and/or term commitments and/or wholesale services in grandfathered status between XOCS and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. In such cases, BellSouth shall not physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages to the extent that such guidelines do not conflict with the provisions of this Agreement

- (b) Table 1 of Attachment 12 is amended by adding the rates set forth in Appendix 2 hereto.
- (c) A new Exhibit D attached hereto as Appendix 1 is added to Attachment 2 of the Interconnection Agreement.
- (d) A new Section 1.6 is added to Attachment 2 of the Agreement as follows:

1.6 Commingle of Services

- 1.6.1 Commingle is as defined in 47 C.F.R. 51.5. BellSouth shall permit XOCS to Commingle the circuits set forth in Exhibit D, upon Conversion thereof, with such wholesale services obtained from BellSouth. BellSouth shall, upon request of XOCS, perform the functions necessary to Commingle the circuits set forth in Exhibit D, upon Conversion, with one or more such BellSouth wholesale facilities or services that XOCS has obtained. BellSouth UNE operational policies and procedures implemented to effect Commingled arrangements shall not operationally or practically impair or impede XOCS' ability to convert existing arrangements to Commingled arrangements in a timely and efficient manner. The conversion process should be seamless and should not affect the end user perception of service quality. XOCS must comply with all rates, terms or conditions applicable to such wholesale facilities used for telecommunication services.
- 1.6.2 Subject to the limitations set forth elsewhere in this Agreement, BellSouth shall not deny a Conversion of the circuits set forth in Exhibit D or deny commingling of the circuits set forth in Exhibit D on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.6.3 Unless otherwise agreed to by the Parties, once the circuits set forth in Exhibit D have been converted, the Network Element portion of a commingled circuit resulting from such Conversion will be subject to the rates, terms and conditions set forth in this Agreement and the remainder of the circuit or service will be subject to the rates, terms and conditions of the applicable BellSouth tariff or separate agreement between the Parties.
- 1.6.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.6.5 Notwithstanding any other provision of this Agreement, the Parties disagree as to whether BellSouth is required to commingle Network Elements or Combinations of Network Elements with any service, network element or other offering that it is obligated to make available to

other carriers only pursuant to Section 271 of the Act. For purposes of this Amendment, therefore, BellSouth does not agree to allow such commingling with a Section 271 service, network element, or other 271 offering. Nothing in this Section shall prevent XOCS from commingling the circuits set forth in Exhibit D, subsequent to Conversion, with tariffed special access loop and transport services.

- e. A new Section 1.7 is added to Attachment 2 of the agreement as follows:
 - 1.7 Section 1.5 and 1.6 above applies only to those circuits that are set forth in Exhibit D hereto. The Parties agree that such circuits comply, as of the Effective Date of this Amendment, with the requirements set forth in 47 C.F.R. 51.309(f) and 47 C.F.R. 51.309(G), 47 C.F.R. 51.316, and/or 47 C.F.R. 51.318 and that such requirements and the procedures set forth by the FCC in its Triennial Review Order, FCC 03-36, In Docket No. 01-338) apply to the circuits set forth in Exhibit D as of the Effective Date of this Amendment.
 - 3. Section 1.11 results from a compromise and settlement of disputed claims and is included solely as a result of the terms of such settlement. Neither Party shall use the agreement to these provisions against the other Party in any litigation relating to the appropriate rates, terms and conditions that should apply to the subject matter of this Section 1.5 for circuits other than those set forth in Appendix 1.
 - 4. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
 - 5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.By: Kristen E. ShoreName: Kristen E. ShoreTitle: DirectorDate: 9/28/05**XO Communications Services, Inc.**By: Heather GoldName: Heather GoldTitle: SVP, Government RelationsDate: 9-28-05